

City Council Members

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



Ward 1 Position 1 – Andy Hawkins
Ward 1 Position 2 – David Grimes
Ward 2 Position 1 – Mark Vaught
Ward 2 Position 2 – Shelley Mehl
Ward 3 Position 1 – Jim Rhodes
Ward 3 Position 2 – Mary Smith
Ward 4 Position 1 – Theodore Jones, Jr.
Ward 4 Position 2 – Shelia Whitmore

City Council Meeting - Tuesday, March 8th, 2011 @ 6:30pm

Judge Russell L. "Jack" Roberts District Court Building – 810 Parkway St., Conway, AR 72032

5:30 pm -- Committee Meeting

Discussion of Commercial Charges -- Sanitation Department

Call to Order

Roll Call

Minutes: ***February 22nd, 2011***

Announcements / Proclamations / Recognition:

1. Report of Standing Committees:

A. Public Hearings:

1. Public Hearing: Ordinance closing of a fifteen foot wide utility easement abutting the west property line of Lot 1 of the Prince/Salem Station subdivision.

B. Community Development Committee (Planning, Zoning, Permits, Community Development, Historic District, Streets, & Conway Housing Authority)

1. Resolution setting a public hearing to discuss changing the name of Southwestern Energy Drive to SWN Drive.
2. Resolution setting a public hearing to discuss closing the easternmost 794 feet of Bruce Street (Oak Grove Cemetery Entrance on East) on the southern edge of Cantrell Airfield.
3. Ordinance to rezone property located north of Quail Run subdivision at the terminus of Abbey Gail Drive from A-1 to R-2.
4. Ordinance accepting the annexation of certain lands comprised of two tracts with street frontage along Old Military Road addressed as 1729 & 1735 Old Military Road.
5. Ordinance accepting the annexation of certain lands west of Old Military Road addressed as 1805 Old Military Road.
6. Consideration of a conditional use permit from Conway Public Schools to allow an elementary school/school activities in an A-1 zone for the property located at 1805 Old Military Road.
7. Ordinance to rezone property located at 2220 Prince Street (on the Conway High School Softball Field) from R-1 to RU-1.
8. Consideration of a conditional use permit from T-Mobile to allow a transmission tower (cell tower) for property located at 2220 Prince Street (on the Conway High School Softball field) from R-1 to RU-1.

9. Consideration of a conditional use permit from Deep Well Campus Ministries to allow restricted office and religious activities in an R-2A zone for the property located at 625 Donaghey Avenue (Southwest corner of Donaghey and Louvenia).
10. Consideration of a conditional use permit from Conway Corporation to allow a wastewater treatment plant in an A-1 zone located in an A-1 zone for the property located at 1405 Lollie Road.
11. Consideration of a conditional use permit from Conway Corporation to allow a wastewater pump station in an A-1 zone for property located at 5398 Donnell Ridge Road.
12. Consideration of 2011 Street Improvement Projects.
13. Resolution certifying local government endorsement of Wonder State Box Company to participate in the tax back program.

C. Public Service Committee (Sanitation, Parks & Recreation & Physical Plant)

1. Ordinance repealing Ordinance No. O-10-122 & updating the fees & language in regards to the rental of the Conway Expo Center & Fairgrounds.
2. Consideration to approve the Conway Expo Center & Fairground contract.
3. Consideration to accept bids to purchase a 2011 Automated Side Loading Refuse Truck for the Conway Sanitation Department.
4. Consideration to accept bids for a Break Room Building located at the Conway Sanitation Department.
5. Ordinance clarifying procedures by which fees, surcharges, and revenues are assessed for residential and commercial trash pickup; and establishing that all fees surcharges and sanitation revenues be collected as one revenue stream.

D. Public Safety Committee (Police, CEOC, Information Technology, Fire, District Court, City Attorney & Animal Welfare)

1. Ordinance appropriating and accepting restitution funds from various entities for the Conway Police Department.
2. Ordinance appropriating asset forfeiture funds to purchase various items & equipment for the Conway Police Department.
3. Consideration to remove certain items from inventory & dispose of for the Conway Police Department.

Old Business

New Business

1. Ordinance calling and setting a date for a special election for the proposed extension of payment on the 2006B Sales & Use Tax Bond.
2. Consideration to approve a settlement offer for Reed vs. City of Conway.

Adjournment

Committee Meeting



CITY OF CONWAY
SANITATION DEPARTMENT

*P.O. Box 915
4550 Hwy. 64 West
Conway, AR 72033
(501) 450-6155
Fax: (501) 450-6157*

Cheryl Harrington
Director

To: Mayor Tab Townsell
City Council Members

From: Cheryl Harrington

Date: March 3, 2011

Re: Sanitation Commercial Charges

In an effort to consolidate the Sanitation Ordinances that set the Sanitation Commercial charges, some discrepancies were found in the chart being used.

Attached you will find the Ordinances along with the breakdown of Minimum Commercial Charges as well as Dumpster charges. There are two computations in setting the minimum charge, one with using the base charge as set out in the Ordinance and one without; neither are the \$ 29.70 we are currently charging.

For the Dumpster Charges, I have created a chart as well as a breakdown of how the charges were computed. This chart does not coincide with the chart being used at this time as well.

If you have questions or need further explanation of the computations, please feel free to give me a call.

Sincerely,

Cheryl Harrington

Cheryl Harrington
Director

Commercial Charges

ORDINANCES

0-97-10

00-165

03-18

ORDINANCE NO. 0-97- 10

AN ORDINANCE AMENDING SECTIONS OF CHAPTER 5.04 OF THE CONWAY MUNICIPAL CODE; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS:

SECTION 1. That Sections 5.04.03 Subsection (a) is hereby amended to read as follows:

"Each separate retail or wholesale business or commercial establishment, as hereinafter defined, a fee of not less than \$15.00 per month shall be collected. The amount of the fee to be charged any such establishment shall be \$2.00 per stop plus \$4.00 per yard, having due regard to the quantity, type and weight of garbage collected therefrom. The term "business or commercial establishment" as used herein is defined to include any person, firm or corporation engaged in displaying, selling, buying or servicing of goods, wares, merchandise or other property, or the rendering or receiving of professional services, and including, but not limited to banks, barber shops, beauty parlors, department stores, markets, motor vehicle service stations, garages, offices, radio stations, supermarkets, telephone exchanges, theaters, repair shops, and livestock auction barns."

SECTION 2. * That Section 5.04.04 Subsection (b), (c), and (d), are hereby amended to read as follows:

"(b) Any person, firm or corporation situated within the corporate limits of the City of Conway but which is excepted from the provisions of this ordinance with regard to subscription to the collection and transportation of garbage in Section 5.04.03 hereof, which desires to transport its garbage to and dump the same upon the city's sanitary landfill shall be permitted to do so and the following schedule of fees is hereby established for the exercise of this privilege:

\$5.00 per yard (uncompacted) and
\$6.00 per yard (compacted)"

"(c) Any person, firm or corporation situated outside the corporate limits of the City of Conway but within Faulkner County which is engaged in the operation of an industrial plant, wherein the activities therein carried on consist of assembling, fabricating, furnishing, manufacturing, packaging or other processing, and which desires to transport its garbage to and deposit the same upon the city's sanitary landfill shall be permitted to do so and the following schedule of fees is hereby established for the exercise of that privilege:

\$7.00 per yard (uncompacted) and
\$7.00 per yard (compacted)"

“(d) Any person residing outside the corporate limits of the City of Conway but within Faulkner County, or any person, firm or corporation engaged in the operation of a business or commercial establishment, as defined hereinabove, which is situated outside the corporate limits of said city but within said county, which desires to transport its garbage and to dump the same upon the city’s sanitary landfill shall be permitted to do so and the following schedule of fees is hereby established for the exercise of that privilege:

\$7.00 per yard (uncompacted) and
\$7.00 per yard (compacted)”

(e) All persons, firms or corporations who engage in the construction, erection, remodeling, alteration or repair of buildings, residences or improvements, at a site or sites within the corporate limits of the City of Conway other than its principal office and place of business shall be permitted to transport to and to dump the same upon the city’s sanitary landfill shall be permitted to do so and the fees are as follows:

\$5.00 per yard (uncompacted) and
\$6.00 per yard (compacted)”

Payment of fees shall be made either by payment of monies to the attendant in charge of dumping grounds or by pre-arranged credit. It is the intention of this provision and it is expressly provided that the payor shall therefore utilize the city dumping ground for the purpose of garbage only from the specific acts of construction, erection, remodeling, alteration or repairs of buildings, residences or improvements and shall not imply entitlement to dumping for purposes covered by any other provision of this ordinance where other fees shall be collected.”

SECTION 3. That Section 5.04.04 Subsection (g) is hereby amended to read as follows:

“(g) For homes, apartments, residences, mobile homes and dwelling units, per month:

Each separate family dwelling	\$9.75
Each duplex apartment house, per unit	\$9.75
Each apartment house, per unit	\$9.75
Each mobile home or house trailer, not situated in mobile home park	\$9.75
Each mobile home or house trailer, situated in mobile home park	\$9.75
Each separate dwelling unit owned and operated by the Conway Housing Authority or other such public agency	\$9.75

Residential customers, regardless of age, race, creed, color or national origin can receive a discounted rate of \$6.50 if they are financially incapable of paying the regular rate and meet the following qualifications. Verification and qualification of financial handicap is

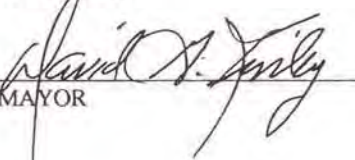
made by written application to the city Sanitation Department for such a reduced rate. Those households eligible for the discounted rate must receive Social Security as a source of income and must be enrolled under Arkansas Act 120 of 1983, as amended in 1991, with the Conway Corporation."

SECTION 6. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of that conflict.

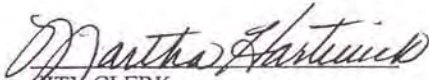
SECTION 7. That it is ascertained and declared that it is necessary for the public peace and welfare of the citizens of the City of Conway, Arkansas, an emergency is hereby declared to exist, and this ordinance shall take effect and be in force from and after its passage and publication.

PASSED this 11th day of February, 1997.

APPROVED:


MAYOR

ATTEST:


CITY CLERK

COC

A-1968

ORDINANCE NO. 0-00-165

③

AN ORDINANCE ESTABLISHING CAPITAL IMPROVEMENT SURCHARGES FOR DEPARTMENT OF SANITATION IN THE CITY OF CONWAY.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS,

SECTION 1. Capital Improvements Surcharge of two (2) dollars per month per household be assessed to each residential home in the City of Conway to be billed in addition to the regular monthly sanitation fee charged to the house;

SECTION 2. A Capital Improvement Surcharge shall be charged per cubic yard for all non-residential customers on a tiered basis according to the attached chart in addition to the regular monthly sanitation fee;

SECTION 3. A Capital Improvement Surcharge of six (6) dollars per cubic yard be charged to customers designated as county or non-city customers in addition to the regular sanitary landfill tipping charges charged to those customers;

SECTION 4. All revenue generated by the Capital Improvement Surcharge for sanitation will be designated for capital improvements only and should be collected and accounted for in a separate account and disbursed through a separate budget approved by the Conway City Council;

SECTION 5. The State of Arkansas Waste Disposal Fee of \$0.50 per month be assessed to all residential customers of the sanitary landfill. The State of Arkansas Waste Disposal Fee shall be assessed to non-residential customers on a tiered basis according to the attached chart.

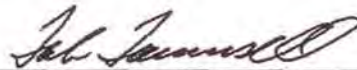
SECTION 6. All ordinances in conflict herewith in whole or in part are hereby repealed to the extent of the conflict;

SECTION 7. If any section or portion of this ordinance is overturned or repealed, the remaining sections or portions of the ordinance shall continue in full force and effect;

SECTION 8. That this ordinance is necessary for the protection of the public peace, health and safety and an emergency is hereby declared to exist, and this ordinance shall be in full force and effect January 1, 2001.

PASSED this 28th day of December, 2000.

APPROVED:



MAYOR TAB TOWNSELL

ATTEST:


MICHAEL O. GARRETT, CITY CLERK

③ R-H332

ORDINANCE NO. 0-03-18

AN ORDINANCE AMENDING ORDINANCE 0-00-165 BY INCREASING CAPITAL IMPROVEMENT SANITATION SURCHARGES; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

WHEREAS, the City of Conway is the operator of a Class I Landfill, pursuant to Permit No. 0252-S, and landfill services are a vital component of solid waste sanitation services for the citizens of Conway; and

WHEREAS, the City of Conway must comply with certain state and federal regulations in order to continue to provide landfill services for the disposal of solid wastes and other sanitation services; and

WHEREAS, Act 758 of 1999 requires that the City of Conway provide evidence of financial assurance for the cost of closing the landfill at the end of its useful life and also for the costs of post-closure care; and

WHEREAS, the City of Conway needs to increase its fees for sanitation services in order to ensure compliance with Act 758 by providing financial assurances for landfill closing costs and post-closure care; and

WHEREAS, the Arkansas Department of Environmental Quality has communicated to the City of Conway that the city will need approximately \$2,349,750.00 for closure and post-closure costs at the end of the landfill's useful life and a suitable financial assurance mechanism for that amount must be provided to the State of Arkansas no later than July 1, 2002.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS, THAT

SECTION 1. The Capital Improvements Surcharge assessed to each residential home in the City of Conway in addition to the regular monthly sanitation fee shall be increased from \$2.00 to \$2.65 per service.

SECTION 2. Residential service shall be defined as one city-approved container for regular waste, as well as other sanitation services; any additional container(s) shall be defined as additional service and shall be charged a second regular monthly sanitation fee and a second surcharge.

SECTION 3. The Capital Improvement Surcharge charged all non-residential customers on a tiered basis shall be increased by 31.25 percent and shall be charged in addition to the regular monthly sanitation fee based on the following chart:

Yards/Range	Fee
60 and above	\$525.00 Flat
48 to 60	2.30/Yard
36 to 47	2.23/Yard
24 to 35	1.97/Yard
12 to 23	1.84/Yard
0 to 11	1.64/Yard

SECTION 4. All ordinances in conflict herewith in whole or in part are hereby repealed to the extent of that conflict.

SECTION 5. That proceeds generated from implementation of this ordinance shall be maintained in a separate account and shall be dedicated to providing financial assurance to the State of Arkansas for the closure costs and post-closure costs of the landfill.

SECTION 6. This ordinance is necessary for the protection of the public peace, health, and safety of the citizens of Conway, specifically, in order to remain in compliance with state and federal laws and regulations in order to continue to provide landfill and solid waste disposal services to its citizenry, and, therefore, an emergency is declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

Passed this 11th day of February 2003

APPROVED:


Mayor Tab Townsell

ATTEST:


Michael O. Garrett, City Clerk

Commercial Surcharge

>60	400
48 to 60	1.75
36 to 47	1.7
24 to 35	1.5
12 to 23	1.4
0 to 11	1.25

Commercial Waste Disposal

1 to 5	0.3
6 to 10	0.35
11 to 15	0.4
16 to 20	0.45
> 20 < 50	0.5
> 51	0.75

SANITATION SURCHARGES: DEDICATED TO CAPITAL IMPROVEMENTS									
Surcharges:									
Resident of City @Homestead		\$	2.0	month					
Non-Resident (Commercial) C		\$	4	month min.					
		\$	432	month max.					
County (Outside City):		\$	6	cubic yard					
Non-Resident (Commercial) City Rates									
			1	2	3	4	5	6	Picks /Week
Number of Dumpsters	2 Yard	1	4	8	12	16	20	24	
		2	8	16	24	32	40	48	
		3	12	24	36	48	60	72	
		4	16	32	48	64	80	96	
		5	20	40	60	80	100	120	
		6	24	48	72	96	120	144	
			1	2	3	4	5	6	Picks/ Week
3 Yard	1	6	12	18	24	30	36		
	2	12	24	36	48	60	72		
	3	18	36	54	72	90	108		
	4	24	48	72	96	120	144		
	5	30	60	90	120	150	180		
	6	36	72	108	144	180	216		
			1	2	3	4	5	6	Picks/ Week
6 Yard	1	12	24	36	48	60	72		
	2	24	48	72	96	120	144		
	3	36	72	108	144	180	216		
	4	48	96	144	192	240	288		
	5	60	120	180	240	300	360		
	6	72	144	216	288	360	432		
These rates based on same \$2.00/yard costs as residents!									
Surcharges Total Revenue:									
Residents of City:	14000	homes							\$336,000.00
Non-Resident (Commercial) C	10	/mon avg X	3000	customers					\$360,000.00
County (Outside City):	20000	cubic yards							\$120,000.00
									\$816,000.00

**COMMERCIAL
CHART FEE
2011**

Commercial Accounts
Fee Chart Calculation

Yards/Range

	Surcharge	Waste Disposal		Per Yard Per Month		Per Stop Per Month	
0 to 11 Yards	\$ 1.64	\$ 0.35	\$ 1.99	+	\$ 4.00	+	\$ 2.00
12 to 23 Yards	\$ 1.84	\$ 0.45	\$ 2.29	+	\$ 4.00	+	\$ 2.00
24 to 35 Yards	\$ 1.97	\$ 0.55	\$ 2.52	+	\$ 4.00	+	\$ 2.00
36 to 47	\$ 2.23	\$ 0.65	\$ 2.88	+	\$ 4.00	+	\$ 2.00
48 and Up	\$ 2.30	\$ 0.75	\$ 3.05	+	\$ 4.00	+	\$ 2.00

ORDINANCES:

O-0-97
O-00-165
O-03-18

US Gallons to Cubic Yard Conversion Table


metric-conversions
.org
provided by www.metric-conversions.org

US Gallons to Cubic Yard Conversion Table

US Gallons	Cubic Yard	US Gallons	Cubic Yard	US Gallons	Cubic Yard	US Gallons	Cubic Yard
0	0.00	21	0.12	51	0.29	81	0.46
0.1	0.000	22	0.12	52	0.29	82	0.47
0.2	0.001	23	0.13	53	0.30	83	0.47
0.3	0.001	24	0.13	54	0.31	84	0.48
0.4	0.002	25	0.14	55	0.31	85	0.48
0.5	0.002	26	0.14	56	0.32	86	0.49
0.6	0.003	27	0.15	57	0.32	87	0.50
0.7	0.004	28	0.16	58	0.33	88	0.50
0.8	0.004	29	0.16	59	0.33	89	0.51
0.9	0.005	30	0.17	60	0.34	90	0.51
1	0.00	31	0.17	61	0.35	91	0.52
2	0.01	32	0.18	62	0.35	92	0.53
3	0.01	33	0.19	63	0.36	93	0.53
4	0.02	34	0.19	64	0.36	94	0.54
5	0.02	35	0.20	65	0.37	95	0.54
6	0.03	36	0.20	66	0.38	96	0.55
7	0.04	37	0.21	67	0.38	97	0.55
8	0.04	38	0.21	68	0.39	98	0.56
9	0.05	39	0.22	69	0.39	99	0.57
10	0.05	40	0.23	70	0.40	100	0.5
11	0.06	41	0.23	71	0.40	200	1.10
12	0.06	42	0.24	72	0.41	300	1.70
13	0.07	43	0.24	73	0.42	400	2.30
14	0.08	44	0.25	74	0.42	500	2.80
15	0.08	45	0.25	75	0.43	600	3.40
16	0.09	46	0.26	76	0.43	700	4.00
17	0.09	47	0.27	77	0.44	800	4.60
18	0.10	48	0.27	78	0.44	900	5.10
19	0.10	49	0.28	79	0.45		
20	0.11	50	0.28	80	0.46		

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have you visited our sister site? www.world-time-zones.org

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Minimum Commercial Charges

96 Gallon Container

**Minimum Commercial Fees
Green Monster (1)
Serviced 1 Time Per Week
4 Weeks in Month**

Container Size 96 Gallons

Yards Per Container 0.55

Ordinance O-97-10

With Base Fee

Base Fee	\$ 15.00	
Stop Fee	\$ 8.00	(4 Stops a Month x \$ 2.00 Per Stop)
Yard Fee	\$ 8.80	(.55 yd Per Stop x 4 pickups = 2.2 Yards x 4.00 Per Yard)
Disposal/Surcharge	\$ 4.38	(2.20 yards x \$ 1.99 yd)
	\$ 36.18	

Without Base Fee

Stop Fee	\$ 8.00	(4 Stops a Month x \$ 2.00 Per Stop)
Yard Fee	\$ 8.80	(.55 yd Per Stop x 4 pickups = 2.2 Yards x 4.00 Per Yard)
Disposal/Surcharge	\$ 4.38	(2.20 yards x \$ 1.99 yd)
	\$ 21.18	

Currently Charging \$ 29.70 Minimum Commercial Fee

2003 Fee Chart

(Currently in Use)

COMMERCIAL CUSTOMERS MONTHLY CHARGE

RATES AFTER 02/11/2003

2 YARD DUMPSTERS							
NUMBER OF DUMPSTERS	ONCE A WEEK	TWICE A WEEK	THREE TIMES A WEEK	FOUR TIMES A WEEK	FIVE TIMES A WEEK	SIX TIMES A WEEK	NUMBER OF DUMPSTERS
1	\$ 56.00	\$ 116.80	\$ 179.52	\$ 239.36	\$ 310.00	\$ 374.88	1
2	\$ 108.80	\$ 223.36	\$ 350.88	\$ 483.84	\$ 604.80	\$ 725.76	2
3	\$ 163.52	\$ 342.88	\$ 532.32	\$ 709.76	\$ 839.20	\$ 1,007.04	3
4	\$ 263.04	\$ 558.08	\$ 837.12	\$ 1,116.16	\$ 1,395.20	\$ 1,674.24	4
5	\$ 334.80	\$ 580.80	\$ 871.20	\$ 1,161.60	\$ 1,452.00	\$ 1,713.00	5
6	\$ 414.56	\$ 693.76	\$ 1,040.64	\$ 1,387.52	\$ 1,705.00	\$ 1,941.00	6
3 YARD DUMPSTERS							
NUMBER OF DUMPSTERS	ONCE A WEEK	TWICE A WEEK	THREE TIMES A WEEK	FOUR TIMES A WEEK	FIVE TIMES A WEEK	SIX TIMES A WEEK	NUMBER OF DUMPSTERS
1	\$ 83.00	\$ 171.52	\$ 267.00	\$ 358.88	\$ 463.60	\$ 556.32	1
2	\$ 163.52	\$ 340.00	\$ 532.32	\$ 709.76	\$ 887.20	\$ 1,064.64	2
3	\$ 251.00	\$ 524.32	\$ 786.48	\$ 1,241.00	\$ 1,310.80	\$ 1,572.96	3
4	\$ 334.88	\$ 693.76	\$ 1,233.00	\$ 1,387.52	\$ 1,705.00	\$ 1,941.00	4
5	\$ 431.60	\$ 863.20	\$ 1,294.80	\$ 1,697.00	\$ 1,990.00	\$ 2,283.00	5
6	\$ 516.32	\$ 1,032.64	\$ 1,548.96	\$ 1,925.00	\$ 2,275.00	\$ 2,625.00	6
6 YARD DUMPSTERS							
NUMBER OF DUMPSTERS	ONCE A WEEK	TWICE A WEEK	THREE TIMES A WEEK	FOUR TIMES A WEEK	FIVE TIMES A WEEK	SIX TIMES A WEEK	NUMBER OF DUMPSTERS
1	\$ 163.52	\$ 342.88	\$ 532.32	\$ 709.76	\$ 887.20	\$ 1,064.64	1
2	\$ 334.88	\$ 693.76	\$ 1,040.64	\$ 1,387.52	\$ 1,705.00	\$ 1,941.00	2
3	\$ 516.32	\$ 1,032.64	\$ 1,548.96	\$ 1,925.00	\$ 2,275.00	\$ 2,625.00	3
4	\$ 685.76	\$ 1,371.52	\$ 1,917.00	\$ 2,381.00	\$ 2,845.00	\$ 3,318.50	4
5	\$ 855.20	\$ 1,681.00	\$ 2,259.00	\$ 2,837.00	\$ 3,415.00	\$ 3,993.00	5
6	\$ 1,024.64	\$ 1,909.00	\$ 2,601.00	\$ 3,293.00	\$ 3,985.00	\$ 4,577.00	6
RENTAL COST PER MONTH 3 YD. \$30.00 6 YD. \$53.00							

4 Weeks Per
Month

Single Stop Fee

COMMERCIAL CUSTOMERS MONTHLY CHARGES 4 WEEKS PER MONTH SINGLE STOP FEE

2 YARD DUMPSTERS

NUMBER OF DUMPSTERS	ONECE A WEEK	TWICE A WEEK	THREE TIMES A WEEK	FOUR TIMES A WEEK	FIVE TIMES A WEEK	SIX TIMES A WEEK
1	\$ 55.92	\$ 108.64	\$ 164.48	\$ 216.64	\$ 283.20	\$ 346.40
2	\$ 108.64	\$ 216.64	\$ 346.40	\$ 459.20	\$ 572.00	\$ 684.80
3	\$ 164.48	\$ 346.40	\$ 515.60	\$ 684.80	\$ 854.00	\$ 1,023.20
4	\$ 216.64	\$ 459.20	\$ 684.80	\$ 910.40	\$ 1,136.00	\$ 1,361.60
5	\$ 283.20	\$ 572.00	\$ 854.00	\$ 1,136.00	\$ 1,418.00	\$ 1,700.00
6	\$ 346.40	\$ 684.80	\$ 1,023.20	\$ 1,361.60	\$ 1,700.00	\$ 2,038.40

3 YARD DUMPSTERS

NUMBER OF DUMPSTERS	ONECE A WEEK	TWICE A WEEK	THREE TIMES A WEEK	FOUR TIMES A WEEK	FIVE TIMES A WEEK	SIX TIMES A WEEK
1	\$ 83.48	\$ 164.48	\$ 255.68	\$ 346.40	\$ 431.00	\$ 515.60
2	\$ 164.48	\$ 346.40	\$ 515.60	\$ 684.80	\$ 854.00	\$ 1,023.20
3	\$ 255.68	\$ 515.60	\$ 769.40	\$ 1,023.20	\$ 1,277.00	\$ 1,530.80
4	\$ 346.40	\$ 684.80	\$ 1,023.20	\$ 1,361.60	\$ 1,700.00	\$ 2,038.40
5	\$ 431.00	\$ 854.00	\$ 1,277.00	\$ 1,700.00	\$ 2,123.00	\$ 2,546.00
6	\$ 515.60	\$ 1,023.20	\$ 1,530.80	\$ 2,038.40	\$ 2,546.00	\$ 3,053.60

6 YARD DUMPSTERS

NUMBER OF DUMPSTERS	ONECE A WEEK	TWICE A WEEK	THREE TIMES A WEEK	FOUR TIMES A WEEK	FIVE TIMES A WEEK	SIX TIMES A WEEK
1	\$ 164.48	\$ 346.40	\$ 515.60	\$ 684.80	\$ 854.00	\$ 1,023.20
2	\$ 346.40	\$ 684.80	\$ 1,023.20	\$ 1,361.60	\$ 1,700.00	\$ 2,038.40
3	\$ 515.60	\$ 1,023.20	\$ 1,530.80	\$ 2,038.40	\$ 2,546.00	\$ 3,053.60
4	\$ 684.80	\$ 1,361.60	\$ 2,038.40	\$ 2,715.20	\$ 3,392.00	\$ 4,068.80
5	\$ 854.00	\$ 1,700.00	\$ 2,546.00	\$ 3,392.00	\$ 4,238.00	\$ 5,084.00
6	\$ 1,023.20	\$ 2,038.40	\$ 3,053.60	\$ 4,068.80	\$ 5,084.00	\$ 6,099.20

8 YARD DUMPSTERS

NUMBER OF DUMPSTERS	ONECE A WEEK	TWICE A WEEK	THREE TIMES A WEEK	FOUR TIMES A WEEK	FIVE TIMES A WEEK	SIX TIMES A WEEK
1	\$ 216.64	\$ 459.20	\$ 684.80	\$ 910.40	\$ 1,136.00	\$ 1,361.60
2	\$ 459.20	\$ 910.40	\$ 1,361.60	\$ 1,812.80	\$ 2,264.00	\$ 2,715.20
3	\$ 684.80	\$ 1,361.60	\$ 2,038.40	\$ 2,715.20	\$ 3,392.00	\$ 4,068.80
4	\$ 910.40	\$ 1,812.80	\$ 2,715.20	\$ 3,617.60	\$ 4,520.00	\$ 5,422.40
5	\$ 1,136.00	\$ 2,264.00	\$ 3,392.00	\$ 4,520.00	\$ 5,648.00	\$ 6,776.00
6	\$ 1,361.60	\$ 2,715.20	\$ 4,068.80	\$ 5,422.40	\$ 6,776.00	\$ 8,129.60

RENTAL COST PER MONTH 2/3 YD. \$30.00 6 YD. \$53.00 8 YD. \$83.00

**2 Yard Dumpsters
4 Weeks Per Month
Single Stop Fee**

Example

8 Yards X \$ 1.99 Per Yard = \$ 15.92

8 Yards X \$ 4.00 = \$ 32.00

\$ 2.00 Per Stop x 4 Stops = \$ 8.00

1-2 yd. dumpsters							
	1(8)	2(16)	3(24)	4(32)	5(40)	6(48)	
Disposal	\$ 15.92	\$ 36.64	\$ 60.48	\$ 80.64	\$ 115.20	\$ 146.40	
Per yard	\$ 32.00	\$ 64.00	\$ 96.00	\$ 128.00	\$ 160.00	\$ 192.00	
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	
Total	\$ 55.92	\$ 108.64	\$ 164.48	\$ 216.64	\$ 283.20	\$ 346.40	

2-2 yd. dumpsters							
	1(16)	2(32)	3(48)	4(64)	5(80)	6(96)	
Disposal	\$ 36.64	\$ 80.64	\$ 146.40	\$ 195.20	\$ 244.00	\$ 292.80	
Per yard	\$ 64.00	\$ 128.00	\$ 192.00	\$ 256.00	\$ 320.00	\$ 384.00	
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	
Total	\$ 108.64	\$ 216.64	\$ 346.40	\$ 459.20	\$ 572.00	\$ 684.80	

3-2 yd. dumpsters							
	1(24)	2(48)	3(72)	4(96)	5(120)	6(144)	
Disposal	\$ 60.48	\$ 146.40	\$ 219.60	\$ 292.80	\$ 366.00	\$ 439.20	
Per yard	\$ 96.00	\$ 192.00	\$ 288.00	\$ 384.00	\$ 480.00	\$ 576.00	
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	
Total	\$ 164.48	\$ 346.40	\$ 515.60	\$ 684.80	\$ 854.00	\$ 1,023.20	

4-2 yd. dumpsters							
	1(32)	2(64)	3(96)	4(128)	5(160)	6(192)	
Disposal	\$ 80.64	\$ 195.20	\$ 292.80	\$ 390.40	\$ 488.00	\$ 585.60	
Per yard	\$ 128.00	\$ 256.00	\$ 384.00	\$ 512.00	\$ 640.00	\$ 768.00	
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	
Total	\$ 216.64	\$ 459.20	\$ 684.80	\$ 910.40	\$ 1,136.00	\$ 1,361.60	

5-2 yd. dumpsters							
	1(40)	2(80)	3(120)	4(160)	5(200)	6(240)	
Disposal	\$ 115.20	\$ 244.00	\$ 366.00	\$ 488.00	\$ 610.00	\$ 732.00	
Per yard	\$ 160.00	\$ 320.00	\$ 480.00	\$ 640.00	\$ 800.00	\$ 960.00	
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	
Total	\$ 283.20	\$ 572.00	\$ 854.00	\$ 1,136.00	\$ 1,418.00	\$ 1,700.00	

6-2 yd. dumpsters							
	1(48)	2(96)	3(144)	4(192)	5(240)	6(288)	
Disposal	\$ 146.40	\$ 292.80	\$ 439.20	\$ 585.60	\$ 732.00	\$ 878.40	
Per yard	\$ 192.00	\$ 384.00	\$ 576.00	\$ 768.00	\$ 960.00	\$ 1,152.00	
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	
Total	\$ 346.40	\$ 684.80	\$ 1,023.20	\$ 1,361.60	\$ 1,700.00	\$ 2,038.40	

**3 Yard Dumpsters
4 Weeks Per Month
Single Stop Fee**

	1-3 yd. dumpster					
	1(12)	2(24)	3(36)	4(48)	5(60)	6(72)
Disposal	\$ 27.48	\$ 60.48	\$ 103.68	\$ 146.40	\$ 183.00	\$ 219.60
Per yard	\$ 48.00	\$ 96.00	\$ 144.00	\$ 192.00	\$ 240.00	\$ 288.00
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Total	\$ 83.48	\$ 164.48	\$ 255.68	\$ 346.40	\$ 431.00	\$ 515.60

	2-3 yd. dumpsters					
	1(24)	2(48)	3(72)	4(96)	5(120)	6(72)
Disposal	\$ 60.48	\$ 146.40	\$ 219.60	\$ 292.80	\$ 366.00	\$ 439.20
Per yard	\$ 96.00	\$ 192.00	\$ 288.00	\$ 384.00	\$ 480.00	\$ 576.00
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Total	\$ 164.48	\$ 346.40	\$ 515.60	\$ 684.80	\$ 854.00	\$ 1,023.20

	3-3 yd. dumpsters					
	1(36)	2(72)	3(108)	4(144)	5(180)	6(216)
Disposal	\$ 103.68	\$ 219.60	\$ 329.40	\$ 439.20	\$ 549.00	\$ 658.80
Per yard	\$ 144.00	\$ 288.00	\$ 432.00	\$ 576.00	\$ 720.00	\$ 864.00
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Total	\$ 255.68	\$ 515.60	\$ 769.40	\$ 1,023.20	\$ 1,277.00	\$ 1,530.80

	4-3 yd. dumpsters					
	1(48)	2(96)	3(144)	4(192)	5(240)	6(288)
Disposal	\$ 146.40	\$ 292.80	\$ 439.20	\$ 585.60	\$ 732.00	\$ 878.40
Per yard	\$ 192.00	\$ 384.00	\$ 576.00	\$ 768.00	\$ 960.00	\$ 1,152.00
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Total	\$ 346.40	\$ 684.80	\$ 1,023.20	\$ 1,361.60	\$ 1,700.00	\$ 2,038.40

	5-3 yd. dumpsters					
	1(60)	2(120)	3(180)	4(240)	5(300)	6(360)
Disposal	\$ 183.00	\$ 366.00	\$ 549.00	\$ 732.00	\$ 915.00	\$ 1,098.00
Per yard	\$ 240.00	\$ 480.00	\$ 720.00	\$ 960.00	\$ 1,200.00	\$ 1,440.00
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Total	\$ 431.00	\$ 854.00	\$ 1,277.00	\$ 1,700.00	\$ 2,123.00	\$ 2,546.00

	6-3 yd. dumpsters					
	1(72)	2(144)	3(216)	4(288)	5(360)	6(432)
Disposal	\$ 219.60	\$ 439.20	\$ 658.80	\$ 878.40	\$ 1,098.00	\$ 1,317.60
Per yard	\$ 288.00	\$ 576.00	\$ 864.00	\$ 1,152.00	\$ 1,440.00	\$ 1,728.00
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Total	\$ 515.60	\$ 1,023.20	\$ 1,530.80	\$ 2,038.40	\$ 2,546.00	\$ 3,053.60

**6 Yard Dumpsters
4 Weeks Per Month
Single Stop Fee**

	1-6 yd. dumpster					
	1(24)	2(48)	3(72)	4(96)	5(120)	6(144)
Disposal	\$ 60.48	\$ 146.40	\$ 219.60	\$ 292.80	\$ 366.00	\$ 439.20
Per yard	\$ 96.00	\$ 192.00	\$ 288.00	\$ 384.00	\$ 480.00	\$ 576.00
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Total	\$ 164.48	\$ 346.40	\$ 515.60	\$ 684.80	\$ 854.00	\$ 1,023.20

	2-6 yd. dumpsters					
	1(48)	2(96)	3(144)	4(192)	5(240)	6(288)
Disposal	\$ 146.40	\$ 292.80	\$ 439.20	\$ 585.60	\$ 732.00	\$ 878.40
Per yard	\$ 192.00	\$ 384.00	\$ 576.00	\$ 768.00	\$ 960.00	\$ 1,152.00
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Total	\$ 346.40	\$ 684.80	\$ 1,023.20	\$ 1,361.60	\$ 1,700.00	\$ 2,038.40

	3-6 yd. dumpsters					
	1(72)	2(144)	3(216)	4(288)	5(360)	6(432)
Disposal	\$ 219.60	\$ 439.20	\$ 658.80	\$ 878.40	\$ 1,098.00	\$ 1,317.60
Per yard	\$ 288.00	\$ 576.00	\$ 864.00	\$ 1,152.00	\$ 1,440.00	\$ 1,728.00
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Total	\$ 515.60	\$ 1,023.20	\$ 1,530.80	\$ 2,038.40	\$ 2,546.00	\$ 3,053.60

	4-6 yd. dumpsters					
	1(96)	2(192)	3(288)	4(384)	5(480)	6(576)
Disposal	\$ 292.80	\$ 585.60	\$ 878.40	\$ 1,171.20	\$ 1,464.00	\$ 1,756.80
Per yard	\$ 384.00	\$ 768.00	\$ 1,152.00	\$ 1,536.00	\$ 1,920.00	\$ 2,304.00
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Total	\$ 684.80	\$ 1,361.60	\$ 2,038.40	\$ 2,715.20	\$ 3,392.00	\$ 4,068.80

	5-6 yd. dumpsters					
	1(120)	2(240)	3(360)	4(480)	5(600)	6(720)
Disposal	\$ 366.00	\$ 732.00	\$ 1,098.00	\$ 1,464.00	\$ 1,830.00	\$ 2,196.00
Per yard	\$ 480.00	\$ 960.00	\$ 1,440.00	\$ 1,920.00	\$ 2,400.00	\$ 2,880.00
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Total	\$ 854.00	\$ 1,700.00	\$ 2,546.00	\$ 3,392.00	\$ 4,238.00	\$ 5,084.00

	6-6 yd. dumpsters					
	1(144)	2(288)	3(432)	4(576)	5(720)	6(864)
Disposal	\$ 439.20	\$ 878.40	\$ 1,317.60	\$ 1,756.80	\$ 2,196.00	\$ 2,635.20
Per yard	\$ 576.00	\$ 1,152.00	\$ 1,728.00	\$ 2,304.00	\$ 2,880.00	\$ 3,456.00
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Total	\$ 1,023.20	\$ 2,038.40	\$ 3,053.60	\$ 4,068.80	\$ 5,084.00	\$ 6,099.20

**8 Yard Dumpsters
4 Weeks Per Month
Single Stop Fee**

	1-8 yd. dumpster					
	1(32)	2(64)	3(96)	4(128)	5(160)	6(192)
Disposal	\$ 80.64	\$ 195.20	\$ 292.80	\$ 390.40	\$ 488.00	\$ 585.60
Per yard	\$ 128.00	\$ 256.00	\$ 384.00	\$ 512.00	\$ 640.00	\$ 768.00
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Total	\$ 216.64	\$ 459.20	\$ 684.80	\$ 910.40	\$ 1,136.00	\$ 1,361.60

	2-8 yd. dumpsters					
	1(64)	2(128)	3(192)	4(256)	5(320)	6(384)
Disposal	\$ 195.20	\$ 390.40	\$ 585.60	\$ 780.80	\$ 976.00	\$ 1,171.20
Per yard	\$ 256.00	\$ 512.00	\$ 768.00	\$ 1,024.00	\$ 1,280.00	\$ 1,536.00
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Total	\$ 459.20	\$ 910.40	\$ 1,361.60	\$ 1,812.80	\$ 2,264.00	\$ 2,715.20

	3-8 yd. dumpsters					
	1(96)	2(192)	3(288)	4(384)	5(480)	6(576)
Disposal	\$ 292.80	\$ 585.60	\$ 878.40	\$ 1,171.20	\$ 1,464.00	\$ 1,756.80
Per yard	\$ 384.00	\$ 768.00	\$ 1,152.00	\$ 1,536.00	\$ 1,920.00	\$ 2,304.00
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Total	\$ 684.80	\$ 1,361.60	\$ 2,038.40	\$ 2,715.20	\$ 3,392.00	\$ 4,068.80

	4-8 yd. dumpsters					
	1(128)	2(256)	3(384)	4(512)	5(640)	6(768)
Disposal	\$ 390.40	\$ 780.80	\$ 1,171.20	\$ 1,561.60	\$ 1,952.00	\$ 2,342.40
Per yard	\$ 512.00	\$ 1,024.00	\$ 1,536.00	\$ 2,048.00	\$ 2,560.00	\$ 3,072.00
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Total	\$ 910.40	\$ 1,812.80	\$ 2,715.20	\$ 3,617.60	\$ 4,520.00	\$ 5,422.40

	5-8 yd. dumpsters					
	1(160)	2(320)	3(480)	4(640)	5(800)	6(960)
Disposal	\$ 488.00	\$ 976.00	\$ 1,464.00	\$ 1,952.00	\$ 2,440.00	\$ 2,928.00
Per yard	\$ 640.00	\$ 1,280.00	\$ 1,920.00	\$ 2,560.00	\$ 3,200.00	\$ 3,840.00
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Total	\$ 1,136.00	\$ 2,264.00	\$ 3,392.00	\$ 4,520.00	\$ 5,648.00	\$ 6,776.00

	6-8 yd. dumpsters					
	1(192)	2(384)	3(576)	4(768)	5(960)	6(1152)
Disposal	\$ 585.60	\$ 1,171.20	\$ 1,756.80	\$ 2,342.40	\$ 2,928.00	\$ 3,513.60
Per yard	\$ 768.00	\$ 1,536.00	\$ 2,304.00	\$ 3,072.00	\$ 3,840.00	\$ 4,608.00
Per stop	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Total	\$ 1,361.60	\$ 2,715.20	\$ 4,068.80	\$ 5,422.40	\$ 6,776.00	\$ 8,129.60



City of Conway, Arkansas
Ordinance No. O-11- _____

AN ORDINANCE CLOSING THE FIFTEEN (15) FOOT UTILITY EASEMENT ABUTTING THE WEST PROPERTY LINE OF LOT 1 OF THE PRINCE/SALEM STATION SUBDIVISION AS RECORDED IN PLAT BOOK I, PAGE 103; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES;

WHEREAS, a petition was duly filed with the City Council of the City of Conway, Arkansas on the 22nd day of February, 2011 asking the City Council to vacate and abandon all that portion of a fifteen (15) foot utility easement as shown on the plat of Lot 1, Prince/Salem Subdivision as recorded in Plat Book I, Page 103;

WHEREAS, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the easement or the portion thereof, hereinbefore described, has heretofore been dedicated to the public use as an easement herein described; has not been actually used by the public generally for a period of at least five (5) years subsequent to the filing of the plat; that all the owners of the property abutting upon the portion of the utility easement to be vacated have filed with the council their written consent to the abandonment; and that public interest and welfare will not be adversely affected by the abandonment of the utility easement as shown on the plat of Lot 1, Prince/Salem Subdivision as recorded in Plat Book I, Page 103.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY ARKANSAS:

Section 1. The City of Conway, Arkansas releases, vacates, and abandons all its rights, together with the rights of the public generally, in and to the fifteen (15) foot utility easement as shown on the plat of Lot 1, Prince/Salem Subdivision as recorded in Plat Book I, Page 103 designated as follows:

BEING THE WEST 15.0 FEET OF THE SOUTH 813.57 FEET MORE OR LESS OF LOT 1 OF THE PRINCE/SALEM STATION SUBDIVISION AS RECORDED IN PLAT BOOK "I"-PAGE 103 IN THE COUNTY CIRCUIT CLERK'S OFFICE OF FAULKNER COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE E ½, W ½, E ½ OF THE NE ¼, NE ¼ OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 14 WEST, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF THE PRINCE/SALEM STATION SUBDIVISION; THENCE NORTH 00 DEGREES 22 MINUTES 46 SECONDS EAST - 813.57 FEET ALONG THE WEST LINE OF LOT 1 TO A POINT; THENCE (LEAVING THE WEST LINE OF SAID LOT 1) SOUTH 89 DEGREES 37 MINUTES 14 SECONDS EAST - 15.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 22 MINUTES 46 SECONDS WEST - 813.43 FEET AND PARALLEL TO THE WEST LINE OF LOT 1 TO A POINT IN THE SOUTH LINE OF LOT 1; THENCE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS WEST - 15.00 FEET ALONG THE SOUTH LINE OF LOT 1 TO THE POINT OF BEGINNING. CONTAINING 12,202 SQUARE FEET OR 0.280 ACRES OF LAND. ALL BEARINGS ARE RELATIVE TO THE PRINCE/SALEM STATION SUBDIVISION PLAT.

Section 2. A copy of the ordinance duly certified by the city clerk shall be filed in the office of the recorder of the county and recorded in the deed records of the county.

Section 3. This ordinance shall take effect and be in force from and after its passage.

Passed this 8th day of March, 2011.

Approved:

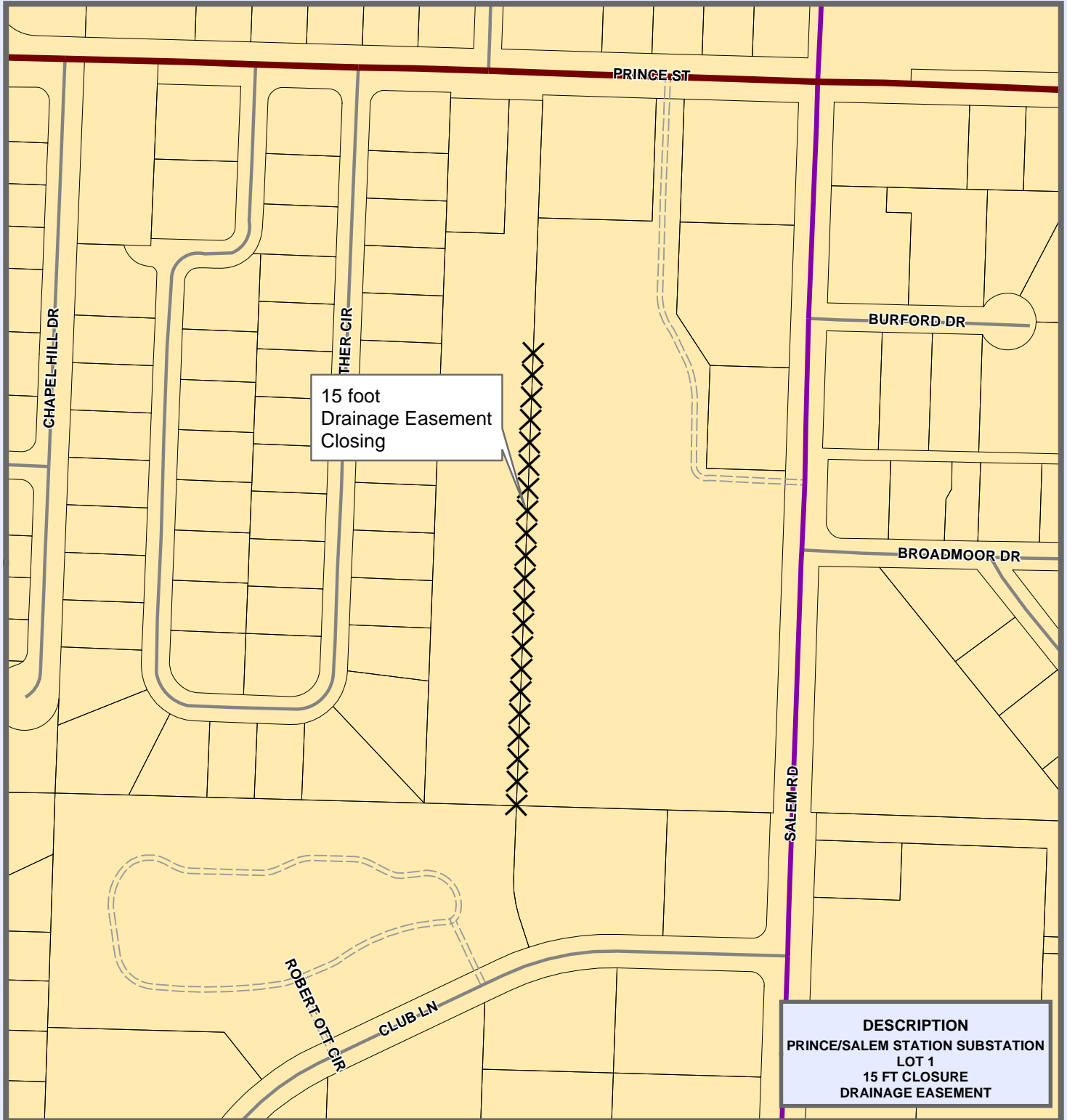
Attest:

Mayor Tab Townsell

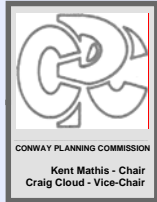
Michael O. Garrett
City Clerk/Treasurer

CITY OF CONWAY

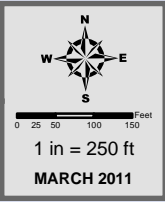
Prince/Salem Station Substation: LOT EASEMENT CLOSING



DESCRIPTION
PRINCE/SALEM STATION SUBSTATION
LOT 1
15 FT CLOSURE
DRAINAGE EASEMENT



INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	Special
			SP
			S-1
			A-1
			PUD



THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION
 LANDMARK: HIS WEBSITE: gis.cityofconway.org (UNDER DEVELOPMENT)
 E-MAIL: Jason.Lyon@CityofConway.org



December 3, 2010

The Honorable Tab Townsell
Mayor of Conway
City Hall
1201 Oak Street
Conway, AR 72032

Re: Closure of 15' utility easement on Lot 1 of Prince/Salem Station Subdivision

Dear Mayor Townsell:

Conway Corporation does not use, nor plan on using the existing 15 foot utility easement being the West 15' of Lot 1 in Prince/Salem Station Subdivision, as shown on plat of Records in Plat Book I, Page 103, Records of Faulkner County, Arkansas. Therefore, the Conway Corporation has no objections to the closure of said easement.

If you have any questions, please let me know.

Respectfully yours,

CONWAY CORPORATION

Lee Tedford
Water Systems Engineer



**CONCURRENCE TO VACATE
A DEDICATED UTILITY EASEMENT**

BE IT KNOWN BY THESE PRESENTS that Southwestern Bell Telephone Company, d.b.a. AT&T Arkansas, hereby concurs in the vacation of a dedicated utility easement in Conway, Arkansas, to-wit: A 15' WIDE UTILITY EASEMENT TO BE VACATED, SAID EASEMENT BEING THE WEST 15.0 FEET OF THE SOUTH 813.57 FEET MORE OR LESS OF LOT 1 OF THE PRINCE/SALEM STATION SUBDIVISION AS RECORDED IN PLAT BOOK "1"-PAGE 103 IN THE COUNTY CIRCUIT CLERK'S OFFICE OF FAULKNER COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE E 1/2, W 1/2, E 1/2 OF THE NE 1/4, NE 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 14 WEST, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF THE PRINCE/SALEM STATION SUBDIVISION; THENCE NORTH 00 DEGREES 22 MINUTES 46 SECONDS EAST - 813.57 FEET ALONG THE WEST LINE OF LOT 1 TO A POINT; THENCE (LEAVING THE WEST LINE OF SAID LOT 1) SOUTH 89 DEGREES 37 MINUTES 14 SECONDS EAST - 15.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 22 MINUTES 46 SECONDS WEST - 813.43 FEET AND PARALLEL TO THE WEST LINE OF LOT 1 TO A POINT IN THE SOUTH LINE OF LOT 1; THENCE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS WEST - 15.00 FEET ALONG THE SOUTH LINE OF LOT 1 TO THE POINT OF BEGINNING, CONTAINING 12,202 SQUARE FEET OR 0.280 ACRES OF LAND. ALL BEARINGS ARE RELATIVE TO THE PRINCE/SALEM STATION SUBDIVISION PLAT.

Signed and executed this 2nd day of February, 2011.

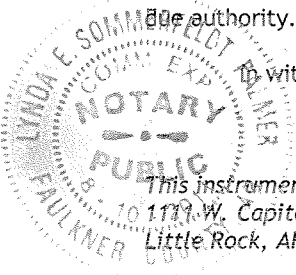
By: Robert A. Ellis
Robert A. Ellis
Area Manager-Construction/Engineering

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF PULASKI

On this the 2nd day of February, 2011, before me, the undersigned authority, duly commissioned and qualified in and for the state and county set forth above, personally came and appeared Robert A. Ellis, who, after being duly sworn, declared that he is the Area Manager-Construction/Engineering for Southwestern Bell Telephone Company, d.b.a. AT&T Arkansas for the Little Rock area, and that he executed the foregoing instrument as the act and deed of said company of his own free will and for the purposes and considerations therein expressed and with due authority.

To witness whereof I hereunto set my hand and official seal.



This instrument prepared by AT&T
10119 W. Capitol, Room 941
Little Rock, AR 72201 (501-373-5255)

Lynda E. Sommerfeldt Palmer
Lynda E. Sommerfeldt Palmer
Notary Public in & for Faulkner Co., AR
My commission expires August 10, 2011



CenterPoint Energy
817 North Creek Drive
Conway, AR 72032
501-377-4791
501-336-8372 (fax)

Date: 12/2/2010

Attention:

Pickering Firm- G. Taylor Webb, EI
Conway City Planning Department,
Honorable Tab Townsell - Mayor of Conway

Subject: Vacation of Easement 855 Salem Rd, Conway, AR

CenterPoint Energy has no conflict with vacation of the easement
in section described as: 855 Salem Rd, Conway, AR

(Diagram of area attached).

Tanya Malcolm, SR Marketing Consultant
CenterPoint Energy, Conway Area
Arkansas Division



City of Conway, Arkansas
Resolution No. R-11- ____

WHEREAS, the City Council of the City of Conway, Arkansas has been petitioned to rename **Southwestern Energy Drive**.

WHEREAS, the City shall set a date and time for a hearing before the City Council for consideration of this street name change to **SWN Drive**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONWAY;
THAT

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on the **22nd day of March 2011 at 6:30 p.m.**
2. That the City Clerk is hereby directed to publish notice of the hearing for the time and in the manner prescribed by law.

PASSED this 8th day of March, 2011.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



Corporate Office
2350 N Sam Houston Pkwy E
Suite 125
Houston, Texas 77032
www.swn.com

Brian Patrick
City of Conway
1201 Oak Street
Conway, AR 72032

Dear Mr. Patrick,

We respectfully request the City of Conway to change the name of the street in front of our office location from Southwestern Energy Drive to SWN Drive. The present street name is creating some challenges both with redundancy and length.

Southwestern Energy will pay the cost of replacement signs that may be necessary at each end of the street.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Meaders".

Scott Meaders

The Village at Hendrix has reviewed this request and has no objection to the granting of the change on behalf of Southwestern Energy.

A handwritten signature in black ink, appearing to read "Lawrence Finn".

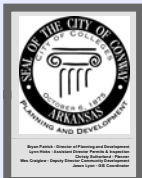
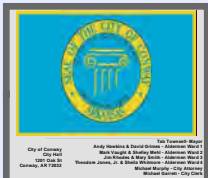
Lawrence Finn
The Village at Hendrix



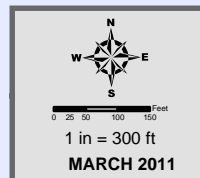
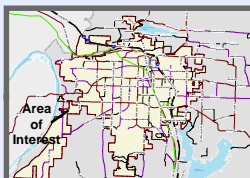
The Right People doing the Right Things,
wisely investing the cash flow from our
underlying Assets, will create Value+.[®]

CITY OF CONWAY

SOUTHWESTERN ENERGY DRIVE RENAMING TO SWN DRIVE



	INTERSTATE		PROPOSED RENAME
	MAJOR ARTERIAL		RESIDENCES
	MINOR ARTERIAL		CEMETERY
	COLLECTOR		STREAMS
	RESIDENTIAL		LAKES & PONDS
	PRIVATE ROAD		CONWAY CITY LIMITS
	INTERSTATE RAMP		LAND PARCELS
	RAILROADS		



THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION
 LANDMARK IMS WEBSITE:
gis.cityofconway.org/LANDM_DEV/DEVELOPMENT
 E-MAIL: Jason.Lyon@CityofConway.org



City of Conway, Arkansas
Resolution No. R-11- _____

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A PORTION OF BRUCE STREET:

WHEREAS, a petition has been filed with the City Council of the City of Conway, Arkansas by **City of Conway** to abandon **the Easternmost 794 feet of Bruce Street (Oak Grove Cemetery Entrance on East) on the southern edge of Cantrell Airfield** within the corporate limits of the City of Conway, Arkansas; and

WHEREAS, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CONWAY, ARKANSAS;

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on the March 22nd, 2011 @ 6:30pm.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

PASSED this 8th day of March, 2011.

Approved:

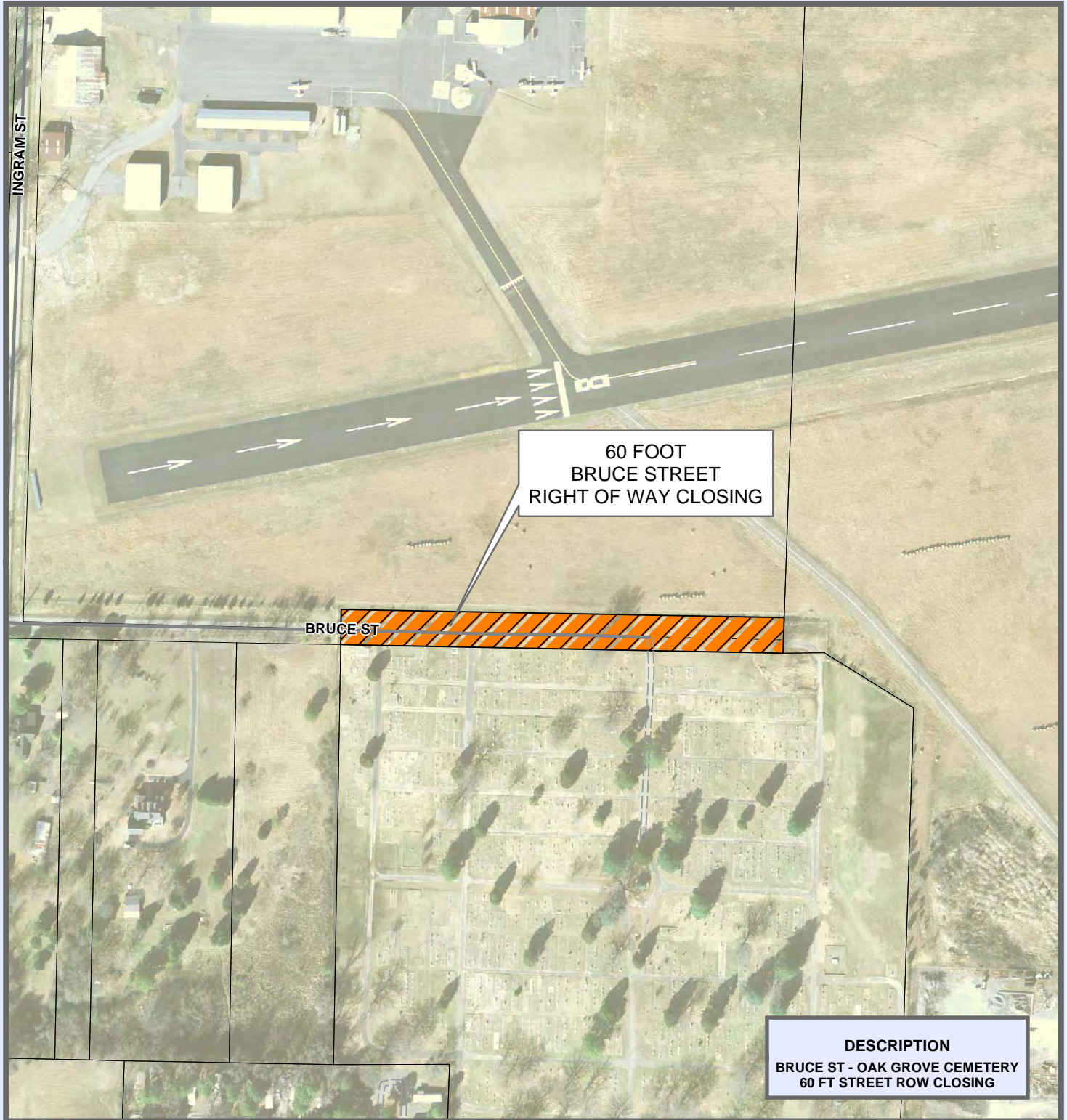
Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer


CITY OF CONWAY

BRUCE STREET -- ROW CLOSING



60 FOOT
BRUCE STREET
RIGHT OF WAY CLOSING

DESCRIPTION
BRUCE ST - OAK GROVE CEMETERY
60 FT STREET ROW CLOSING



Tab Townsall - Mayor
Andy Hawkins & David Grimes - Aldermen Ward 1
Mark Vaughn & Shalley Muhl - Aldermen Ward 2
Jim Shuck & Mary Smith - Aldermen Ward 3
Theodore Jones, Jr. & Sheila Whitmore - Aldermen Ward 4
Michael Murphy - City Attorney
Michael Garrett - City Clerk



Bryan Patrick - Director
Wes Craiglow - Deputy Director
Christy Sutherland - Planner
Lisha Rhea - Planning Tech
Jason Lyon - GIS Coordinator



CONWAY PLANNING COMMISSION
Kent Mathis - Chair
Craig Cloud - Vice-Chair

<ul style="list-style-type: none"> — INTERSTATE — MAJOR ARTERIAL — MINOR ARTERIAL — COLLECTOR — RESIDENTIAL — PRIVATE ROAD — INTERSTATE RAMP — RAILROADS 	<ul style="list-style-type: none"> — LOT LINE — STREAMS — LAKES & PONDS — CITY LIMITS
--	---

Residential R-1 R-2A R-2 HR SR	Industrial MF-1 MF-2 MF-3 RMH	Commercial C-1 C-2 C-3 C-4	Office O-1 O-2 O-3	Special I-1 RU-1 I-3 SP S-1 A-1 PUB
--	--	---	------------------------------------	---



0 15 30 60 90 Feet
1 in = 250 ft
MARCH 2011

THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION
 LANDMARK: IMS WEBSITE
gis.cityofconway.org (UNDER DEVELOPMENT)
 E-MAIL: Jason.Lyon@CityofConway.org



City of Conway, Arkansas
Ordinance No. O-11- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED NORTH OF QUAIL RUN SUBDIVISION AT THE TERMINUS OF ABBEY GAIL DRIVE FROM A-1 TO R-2:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS THAT:

SECTION 1: The Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the **A-1** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

A part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17, Township 5 North, Range 14 West, Faulkner County, Arkansas, being more particularly described as beginning at a $\frac{3}{4}$ pipe marking the Southeast Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 17, and running thence North 89 degrees 13 minutes 56 seconds West, 15.32 feet to the point of beginning; thence continue North 89 degrees 13 minutes 56 seconds West, 644.21 feet to the Southeast Corner of Shepherds Creek Subdivision Phase 3; thence run North 02 degrees 36 minutes 03 seconds East along the East Line of said subdivision 309.98 feet; thence run South 88 degrees 10 minutes 36 seconds East, 640.00 feet; thence South 01 degree 49 minutes 24 seconds West 309.33 feet to the point of beginning. Said Tract contains 4.56 acres more or less.

to those of **R-2**, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

SECTION 2: All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 8th day of March 2011.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

February 24, 2011

Council Members
Conway, AR 72032

Dear Council Members:

Rush-Hal Development, LLC request for a rezoning from A-1 to R-2 for property located north of Quail Run Subdivision at the terminus of Abbey Gail Drive with the legal description:

A part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17, Township 5 North, Range 14 West, Faulkner County, Arkansas, being more particularly described as beginning at a $\frac{3}{4}$ pipe marking the Southeast Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 17, and running thence North 89 degrees 13 minutes 56 seconds West, 15.32 feet to the point of beginning; thence continue North 89 degrees 13 minutes 56 seconds West, 644.21 feet to the Southeast Corner of Shepherds Creek Subdivision Phase 3; thence run North 02 degrees 36 minutes 03 seconds East along the East Line of said subdivision 309.98 feet; thence run South 88 degrees 10 minutes 36 seconds East, 640.00 feet; thence South 01 degree 49 minutes 24 seconds West 309.33 feet to the point of beginning. Said Tract contains 4.56 acres more or less.

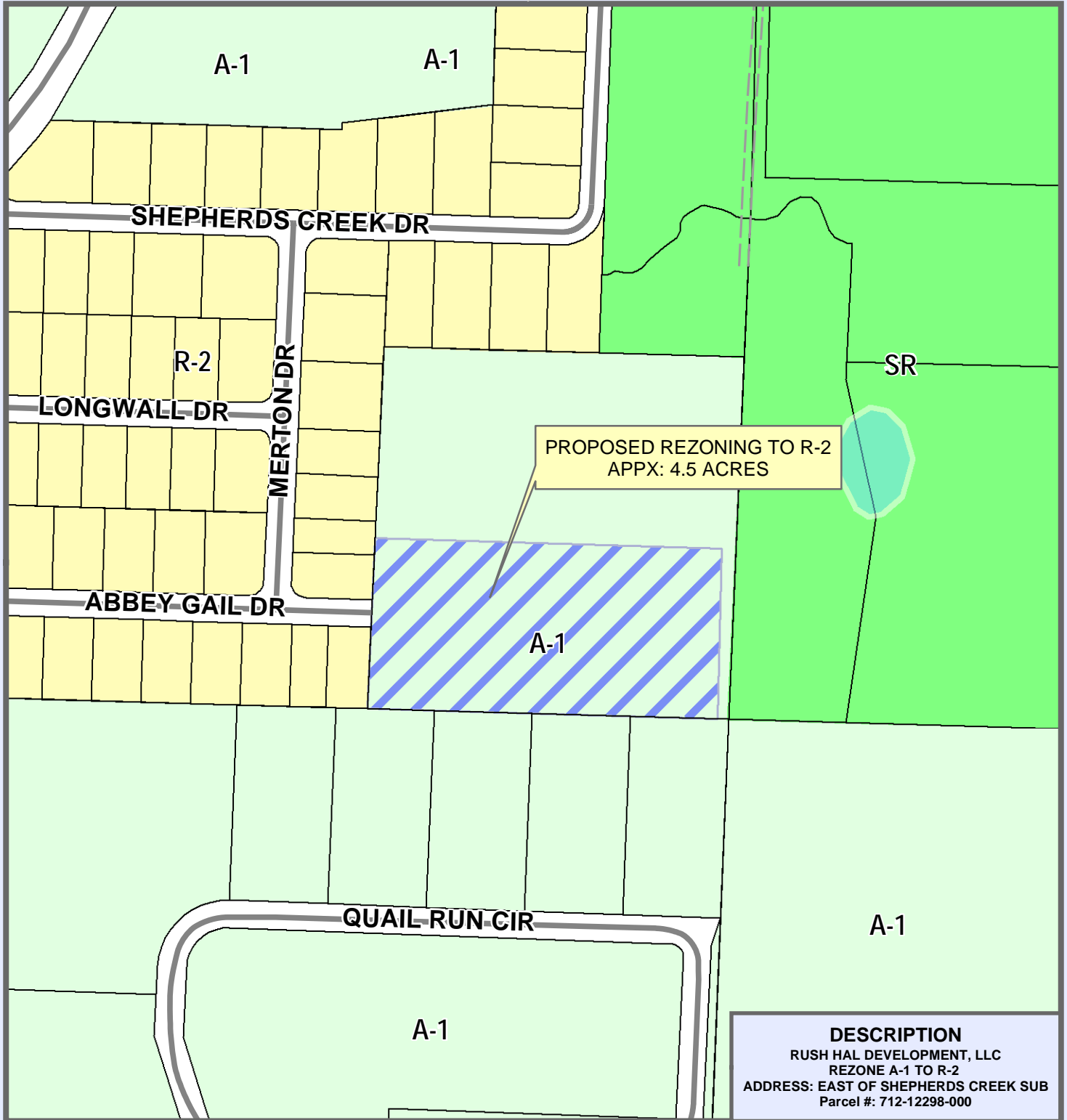
was reviewed by the Planning Commission at its regular meeting on February 23, 2011. The Planning Commission voted 7 – 0 that the request be sent to the City Council with a recommendation for approval.

Submitted by,

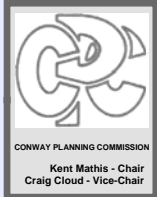
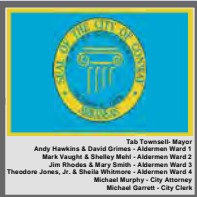
Kent Mathis, Chairman
Planning Commission

CITY OF CONWAY

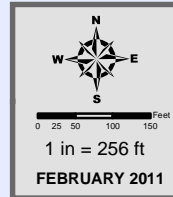
RUSH-HAL DEVELOPMENT, LLC REZONE A-1 TO R-2



DESCRIPTION
RUSH HAL DEVELOPMENT, LLC
REZONE A-1 TO R-2
ADDRESS: EAST OF SHEPHERDS CREEK SUB
Parcel #: 712-12298-000



INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	
		Special	SP
			S-1
			A-1
			PUD



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CONTACT INFORMATION
 LANDMARK GIS WEBSITE:
 gis.cityofconway.org (UNDER DEVELOPMENT)
 E-MAIL: Jason.Lyon@CityofConway.org



City of Conway, Arkansas
Ordinance No. O-11- _____

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN LANDS COMPRISED OF TWO TRACTS WITH STREET FRONTAGE ALONG OLD MILITARY ROAD ADDRESSED AS 1729 AND 1735 OLD MILITARY ROAD TO THE CITY OF CONWAY, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS:

SECTION 1: That the City of Conway, Arkansas, hereby accepts the hereinafter described territory, annexed to said City by order of the County Court of Faulkner County, Arkansas, heretofore entered on the 1st day of **February, 2011**, and said territory being situated in Faulkner County, Arkansas, shall be a part of the City of Conway and shall be zoned **R-1** and described as follows:

A Tract of Land located in the NE¼ of the NE¼ of Section 28, and in the SE¼ SE¼ of Section 21, Township 5 North, Range 14 West, Faulkner County, Arkansas. Being more particularly described as beginning at the Northeast Corner of said Section 28 and running thence S02°05'13"W along the East Line of said Section, 1050.48 feet; thence run along an arc to the right having a chord bearing and distance of S16°19'47"W, 72.06 feet, radius of 1060.00 feet and arc length of 72.07 feet; thence run S18°16'40"W, 109.44 feet; thence run along an arc to the left having a chord bearing and distance of S16°10'49"W, 68.90 feet, radius of 940.00 feet and arc length of 68.92 feet; thence run S14°04'37"W, 29.20 feet to the South Line of said NE¼ NE¼; thence run N88°07'06"W, along said Line, 102.31 feet; thence run N14°04'38"E, 50.82 feet; thence run along an arc to the right having a chord bearing and distance N16°10'39"E, 76.23 feet, radius of 1040.00 feet, and arc length of 76.25 feet; thence run N18°16'40"E, 109.44 feet; thence run along an arc to the left having a chord bearing and distance of N12°37'17"E, 189.24 feet, radius of 960.00 feet, and arc length of 189.55 feet; thence run N06°57'54"E, 185.61 feet; thence run along an arc to the left having a chord bearing and distance of N05°23'01"E, 52.98 feet, radius of 960.00 feet, and arc length of 189.55 feet; thence run N06°57'54"E, 185.61 feet; thence run along an arc to the left having a chord bearing and distance of N05°23'01"E, 52.98 feet, radius of 960.00 feet and an arc length of 52.99 feet; thence run S85°30'41"E, 20.35 feet; thence run N02°05'13"E, 669.33 feet; thence run N01°51'45"E, 316.38 feet; thence run S89°17'23"E, 40.01 feet to the East Line of said SE¼ SE¼; thence run S01°51'45"W, 317.27 feet to the Point of beginning. Said tract contains 2.22 acres more or less.

A Tract of Land located in the NE¼ of the NE¼ of Section 28, and in the SE¼ SE¼ of Section 21, Township 5 North, Range 14 West, Faulkner County, Arkansas. Being more particularly described as commencing at the Northeast Corner of Said Section 28 and running thence N88°01'31"W, 40.00 feet to the Point of beginning; thence run S02°05'13"W, 669.33 feet; thence run N85°30'45"W, 121.31 feet; thence run N02°05'13"E, 977.75 feet; thence run S89°17'23"E, 120.00 feet; thence S01°51'45"W, 316.38 feet to the Point of Beginning. Said Tract contains 2.73 acres more or less.

and that above said – described lands and territory be, and the same hereby are, declared to be a part of the City of Conway, Faulkner County, Arkansas.

SECTION 2: That the City of Conway hereby accepts the following section(s) of street(s) as public street(s) for maintenance and for the purpose of providing street frontage for the issuance of building permits.

That portion of Old Military Road that fronts upon this property.

SECTION 3: That unless a street is specifically named in this ordinance as being accepted for maintenance or to provide street frontage for the issuance of building permits, it shall not be accepted for either purpose.

SECTION 4: From and after this date, the inhabitants residing within and upon the hereinabove described lands and territory shall have and enjoy all the rights and privileges of, and be subject to all the laws, rules, ordinances, limitations and regulations imposed upon the inhabitants within the original limits of said City of Conway, Arkansas, and for voting purposes, said lands are hereby assigned to and designated as a part of **Ward 1** of the City of Conway, Arkansas.

SECTION 5: It is hereby ascertained and declared that it is necessary for the protection and preservation of the public health and safety that the foregoing ordinance shall take effect and be in force from and after its passage and publication.

PASSED this 8th day of March, 2011.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

February 24, 2011

Council Members
Conway, AR 72032

Dear Council Members:

Carolyn and Charles Gates request for annexation with **R-1** zoning for property located at 1729 and 1735 Old Military Road with the legal description

A Tract of Land located in the NE¼ of the NE¼ of Section 28, and in the SE¼ SE¼ of Section 21, Township 5 North, Range 14 West, Faulkner County, Arkansas. Being more particularly described as beginning at the Northeast Corner of said Section 28 and running thence S02°05'13"W along the East Line of said Section, 1050.48 feet; thence run along an arc to the right having a chord bearing and distance of S16°19'47"W, 72.06 feet, radius of 1060.00 feet and arc length of 72.07 feet; thence run S18°16'40"W, 109.44 feet; thence run along an arc to the left having a chord bearing and distance of S16°10'49"W, 68.90 feet, radius of 940.00 feet and arc length of 68.92 feet; thence run S14°04'37"W, 29.20 feet to the South Line of said NE¼ NE¼; thence run N88°07'06"W, along said Line, 102.31 feet; thence run N14°04'38"E, 50.82 feet; thence run along an arc to the right having a chord bearing and distance N16°10'39"E, 76.23 feet, radius of 1040.00 feet, and arc length of 76.25 feet; thence run N18°16'40"E, 109.44 feet; thence run along an arc to the left having a chord bearing and distance of N12°37'17"E, 189.24 feet, radius of 960.00 feet, and arc length of 189.55 feet; thence run N06°57'54"E, 185.61 feet; thence run along an arc to the left having a chord bearing and distance of N05°23'01"E, 52.98 feet, radius of 960.00 feet, and arc length of 189.55 feet; thence run N06°57'54"E, 185.61 feet; thence run along an arc to the left having a chord bearing and distance of N05°23'01"E, 52.98 feet, radius of 960.00 feet and an arc length of 52.99 feet; thence run S85°30'41"E, 20.35 feet; thence run N02°05'13"E, 669.33 feet; thence run N01°51'45"E, 316.38 feet; thence run S89°17'23"E, 40.01 feet to the East Line of said SE¼ SE¼; thence run S01°51'45"W, 317.27 feet to the Point of beginning. Said tract contains 2.22 acres more or less.

A Tract of Land located in the NE¼ of the NE¼ of Section 28, and in the SE¼ SE¼ of Section 21, Township 5 North, Range 14 West, Faulkner County, Arkansas. Being more particularly described as commencing at the Northeast Corner of Said Section 28 and running thence N88°01'31"W, 40.00 feet to the Point of beginning; thence run S02°05'13"W, 669.33 feet; thence run N85°30'45"W, 121.31 feet; thence run N02°05'13"E, 977.75 feet; thence run S89°17'23"E, 120.00 feet; thence S01°51'45"W, 316.38 feet to the Point of Beginning. Said Tract contains 2.73 acres more or less.

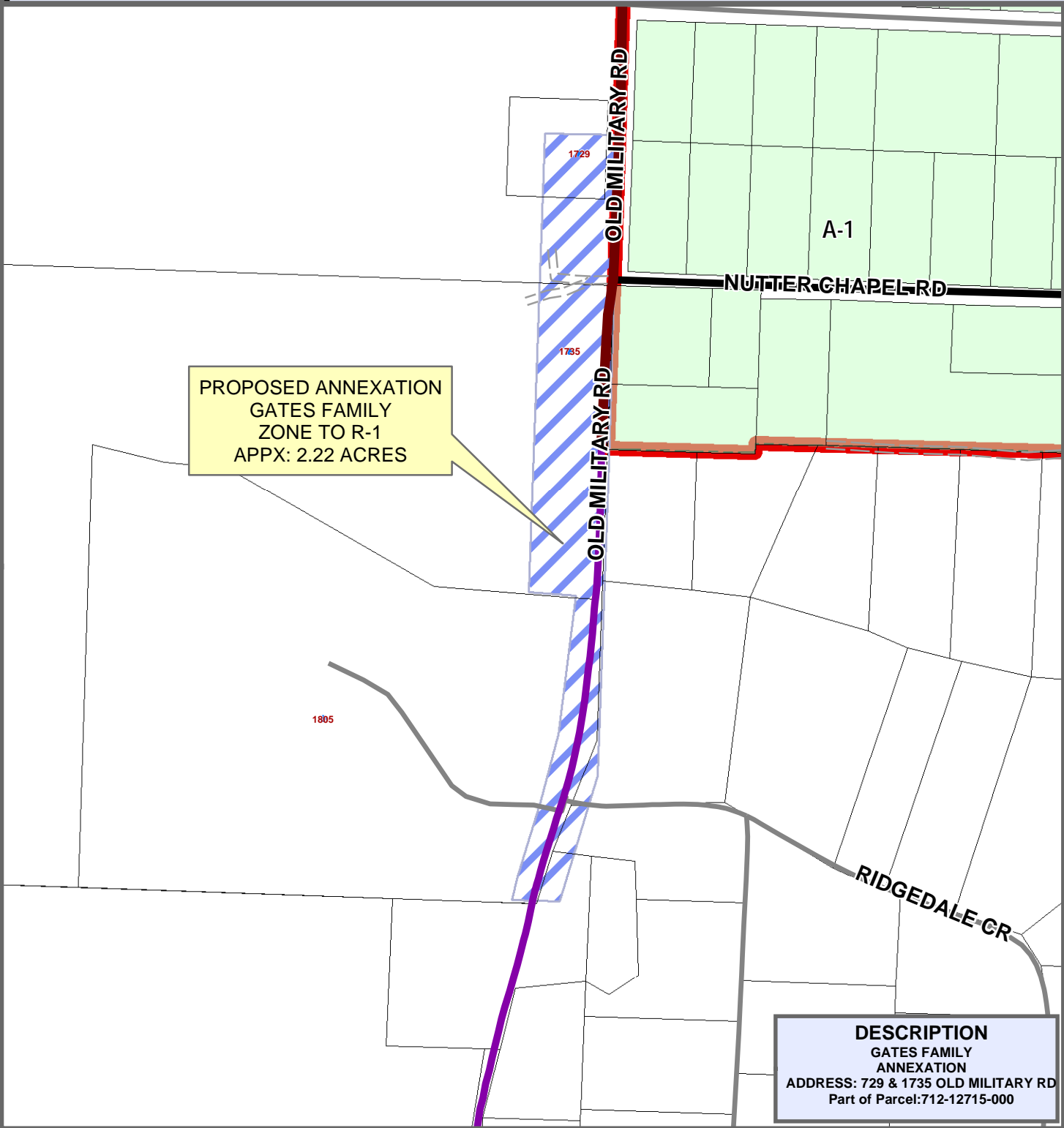
was reviewed by the Planning Commission at its regular meeting on February 23, 2011. The Planning Commission voted 7 – 0 that the request for annexation with **R-1** zoning be sent to the City Council with a recommendation for approval.

Submitted by,

Kent Mathis, Chairman
Planning Commission

CITY OF CONWAY

GATES FAMILY ANNEXATION



PROPOSED ANNEXATION
GATES FAMILY
ZONE TO R-1
APPX: 2.22 ACRES

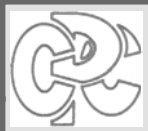
DESCRIPTION
GATES FAMILY
ANNEXATION
ADDRESS: 729 & 1735 OLD MILITARY RD
Part of Parcel: 712-12715-000



Tab Townesell - Mayor
Andy Hawkins & David Grimes - Aldermen Ward 1
Mark Vaughn & Shelby Mahl - Aldermen Ward 2
Jim Rhodes & Mary Smith - Aldermen Ward 3
Theodore Jones, Jr. & Sheila Whitmore - Aldermen Ward 4
Michael Murphy - City Attorney
Michael Garret - City Clerk

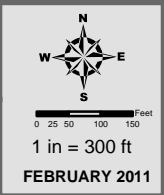


Bryan Patrick - Director
Donald Anthony - Deputy Director
Wes Craiglow - Deputy Director
Christy Sutherland - Planner
Lletha River - Planning Tech
Jason Lyon - GIS Coordinator



CONWAY PLANNING COMMISSION
Kent Mathis - Chair
Craig Cloud - Vice-Chair

INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	Special
			SP
			S-1
			A-1
			PUD



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CONTACT INFORMATION
LANDMARK: HIS WEBSITE
gs.cityofconway.org (UNDER DEVELOPMENT)
E-MAIL: Jason.Lyon@CityofConway.org



City of Conway, Arkansas
Ordinance No. O-11- _____

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN LANDS WEST OF OLD MILITARY ROAD ADDRESSED AS 1805 OLD MILITARY ROAD TO THE CITY OF CONWAY, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS:

SECTION 1: That the City of Conway, Arkansas, hereby accepts the hereinafter described territory, annexed to said City by order of the County Court of Faulkner County, Arkansas, heretofore entered on the 1st day of **February, 2011**, and said territory being situated in Faulkner County, Arkansas, shall be a part of the City of Conway and shall be zoned **A-1** and described as follows:

A part of the NE¼ NE¼ of section 28, Township 5 North, Range 14 West, Faulkner County, Arkansas, being more particularly described as commencing at the southeast corner of said NE¼ NE¼ and running thence N88°07'07"W, along the south line of said NE¼ NE¼, 173.39 feet to the West right of way of Old Military Road, said point being the Point of Beginning; thence continue N88°07'07"W, 918.14 feet; thence run N01°52'53"E, 944.90 feet; thence S75°56'44"E, 158.34 feet; thence S84°29'21"E, 135.92 feet; thence S60°12'57"E, 506.99 feet; thence S85°30'45"E, 295.37 feet to the West right of way of Old Military road; thence run along said right of way the following:

Along an arc to the right having a chord bearing and distance of S05°23'01"W, 52.98 feet, arc length of 52.99 feet and radius of 960.00 feet; thence S06°57'54"W, 185.61 feet; thence along an arc to the right having a chord bearing and distance of S12°37'17"W, 189.24 feet, arc length of 189.55 feet, and radius of 960.00 feet; thence S18°16'40"W, 109.44 feet; thence along an arc to the left having a chord bearing and distance of S16°10'39"W, 76.23 feet, arc length of 76.25 feet, and radius of 1040.00 feet; thence S14°04'38"W, 50.82 feet to the Point of Beginning. Said Tract contains 18.00 acres more or less.

and that above said – described lands and territory be, and the same hereby are, declared to be a part of the City of Conway, Faulkner County, Arkansas.

SECTION 2: That unless a street is specifically named in this ordinance as being accepted for maintenance or to provide street frontage for the issuance of building permits, it shall not be accepted for either purpose.

SECTION 3: From and after this date, the inhabitants residing within and upon the hereinabove described lands and territory shall have and enjoy all the rights and privileges of, and be subject to all the laws, rules, ordinances, limitations and regulations imposed upon the inhabitants within the original limits of said City of Conway, Arkansas, and for voting purposes, said lands are hereby assigned to and designated as a part of **Ward 1** of the City of Conway, Arkansas.

SECTION 5: It is hereby ascertained and declared that it is necessary for the protection and preservation of the public health and safety that the foregoing ordinance shall take effect and be in force from and after its passage and publication.

PASSED this 8th day of **March, 2011**.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

February 24, 2011

Council Members
Conway, AR 72032

Dear Council Members:

Conway Public Schools request for annexation with **A-1** zoning for property located at 1805 Old Military Road with the legal description

A part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of section 28, Township 5 North, Range 14 West, Faulkner County, Arkansas, being more particularly described as commencing at the southeast corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ and running thence N88°07'07"W, along the south line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, 173.39 feet to the West right of way of Old Military Road, said point being the Point of Beginning; thence continue N88°07'07"W, 918.14 feet; thence run N01°52'53"E, 944.90 feet; thence S75°56'44"E, 158.34 feet; thence S84°29'21"E, 135.92 feet; thence S60°12'57"E, 506.99 feet; thence S85°30'45"E, 295.37 feet to the West right of way of Old Military road; thence run along said right of way the following:

Along an arc to the right having a chord bearing and distance of S05°23'01"W, 52.98 feet, arc length of 52.99 feet and radius of 960.00 feet; thence S06°57'54"W, 185.61 feet; thence along an arc to the right having a chord bearing and distance of S12°37'17"W, 189.24 feet, arc length of 189.55 feet, and radius of 960.00 feet; thence S18°16'40"W, 109.44 feet; thence along an arc to the left having a chord bearing and distance of S16°10'39"W, 76.23 feet, arc length of 76.25 feet, and radius of 1040.00 feet; thence S14°04'38"W, 50.82 feet to the Point of Beginning. Said Tract contains 18.00 acres more or less.

was reviewed by the Planning Commission at its regular meeting on February 23, 2011. The Planning Commission voted 7 – 0 that the request for annexation with **A-1** zoning be sent to the City Council with a recommendation for approval.

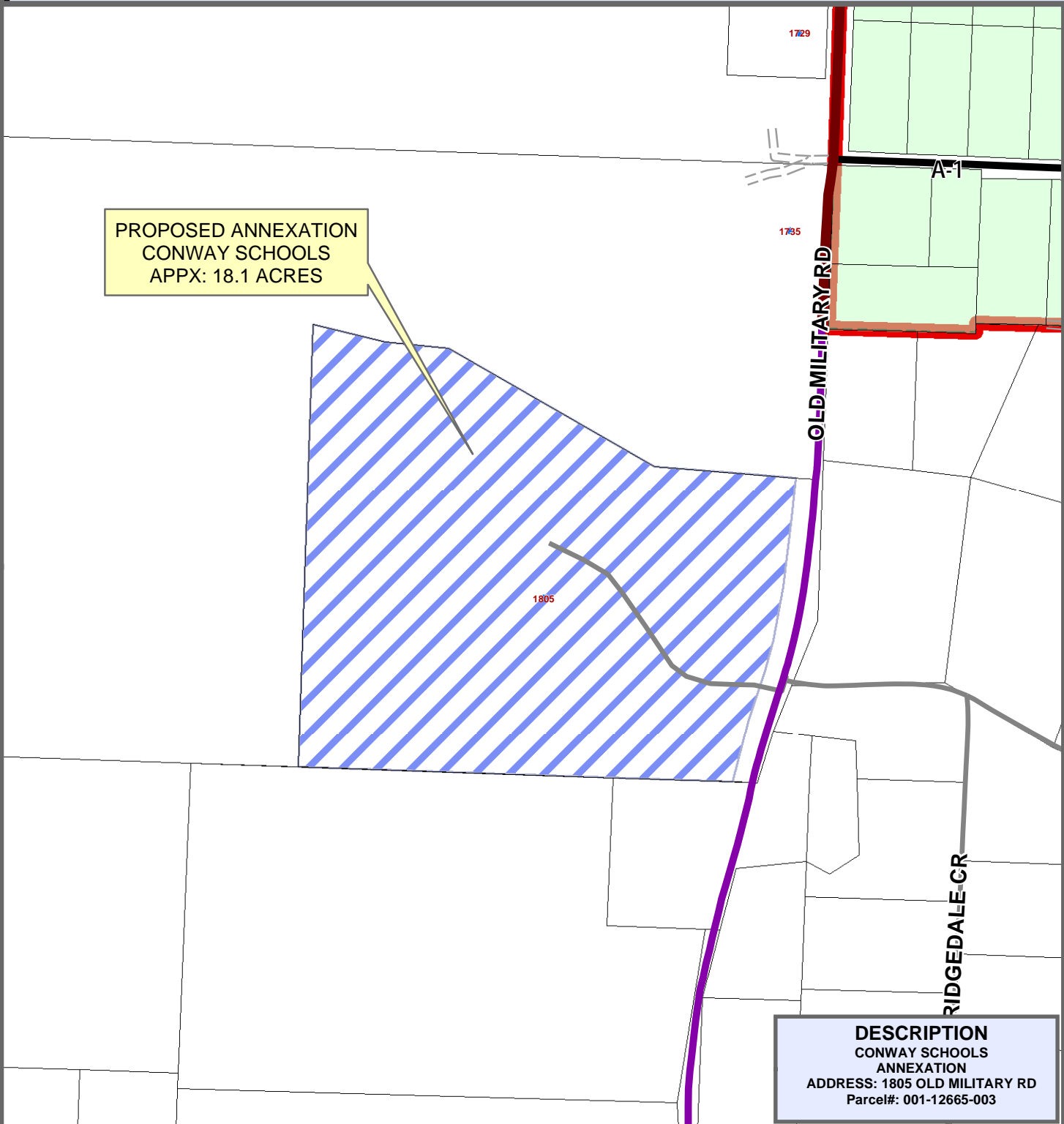
Submitted by,

Kent Mathis, Chairman
Planning Commission

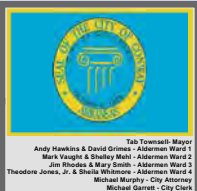
CITY OF CONWAY

CONWAY SCHOOLS ANNEXATION

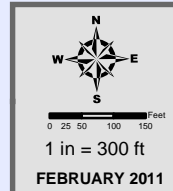
PROPOSED ANNEXATION
CONWAY SCHOOLS
APPX: 18.1 ACRES



DESCRIPTION
CONWAY SCHOOLS
ANNEXATION
ADDRESS: 1805 OLD MILITARY RD
Parcel#: 001-12665-003

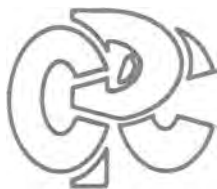


INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	
		Special	SP
			S-1
			A-1
			PUD



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CONTACT INFORMATION
 LANDMARK GIS WEBSITE:
gis.cityofconway.org (UNDER DEVELOPMENT)
 E-MAIL: Jason.Lyon@CityOfConway.org



CONWAY PLANNING COMMISSION

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

February 24, 2011

Council Members
Conway, AR 72032

Dear Council Members:

Conway Public Schools request for a conditional use permit to allow an elementary school/school activities in an A-1 zone for the property located at 1805 Old Military Road with the legal description

A part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 28, Township 5 North, Range 14 West, Faulkner County, Arkansas, being more particularly described as commencing at the Southeast Corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ and running thence N88°07'07"W, along the South Line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, 173.39 feet to the West right of way of Old Military Road, said point being the Point of Beginning; thence continue N88°07'07"W, 918.14 feet; thence run N01°52'53"E, 944.90 feet; thence S75°56'44"E, 158.34 feet; thence S84°29'21"E, 135.92 feet; thence S60°12'57"E, 506.99 feet; thence S85°30'45"E, 295.37 feet to the West right of way of Old Military Road; thence run along said right of way the following:

Along an arc to the right having a chord bearing and distance of S05°23'01"W, 52.98 feet, arc length of 52.99 feet and radius of 960.00 feet; thence S06°57'54"W, 185.61 feet; thence along an arc to the right having a chord bearing and distance of S12°37'17"W, 189.24 feet, arc length of 189.55 feet, and radius of 960.00 feet; thence S18°16'40"W, 109.44 feet; thence along an arc to the left having a chord bearing and distance of S16°10'39"W, 76.23 feet, arc length of 76.25 feet, and radius of 1040.00 feet; thence S14°04'38"W, 50.82 feet to the Point of Beginning. Said Tract contains 18.00 acres more or less.

was reviewed by the Planning Commission at its regular meeting on February 23, 2011. The Planning Commission voted 7 – 0 that the request be sent to the City Council with a recommendation for approval without conditions.

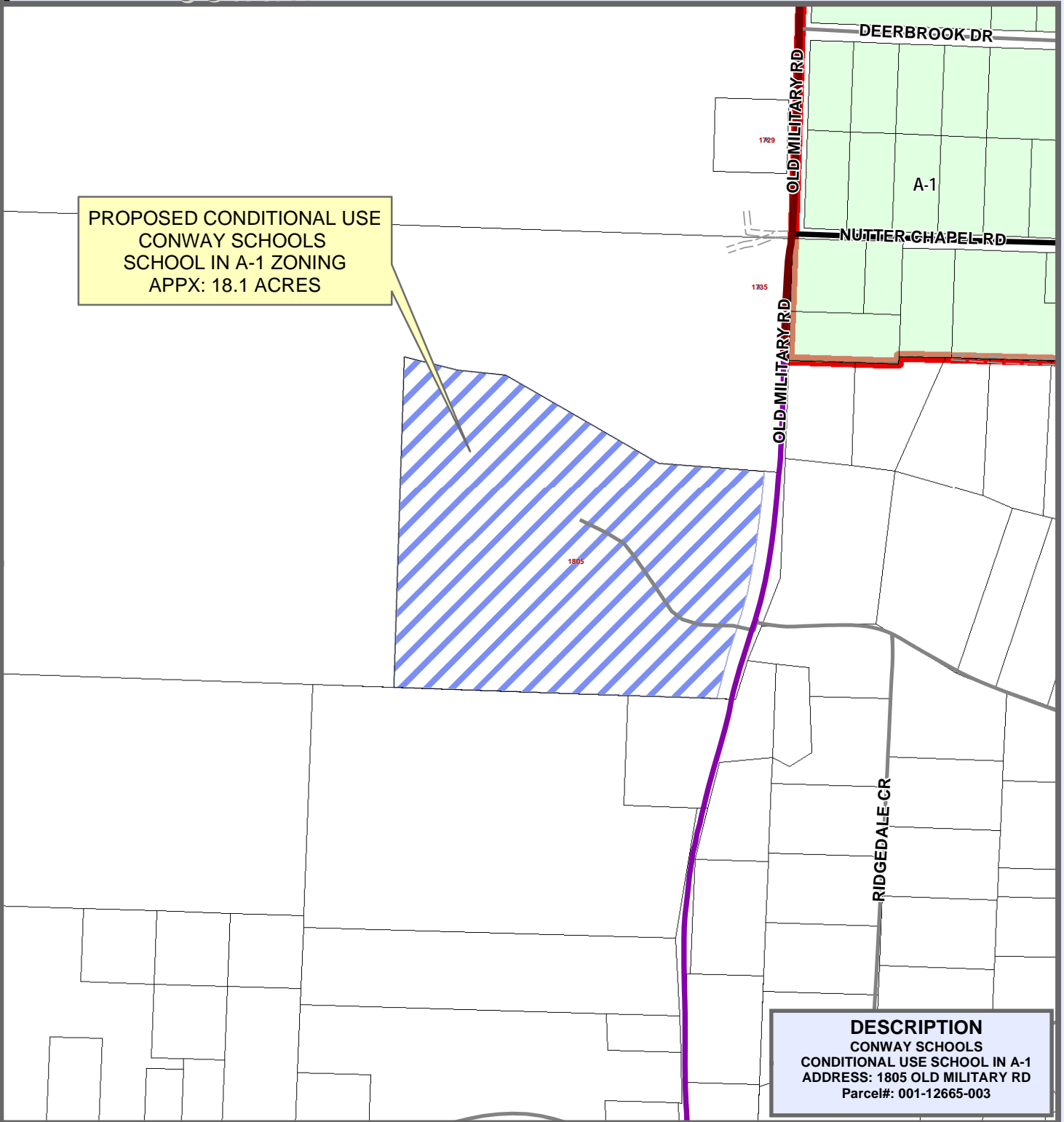
Submitted by,

Kent Mathis, Chair
Planning Commission

CITY OF CONWAY

CONWAY SCHOOLS CONDITIONAL USE

PROPOSED CONDITIONAL USE
CONWAY SCHOOLS
SCHOOL IN A-1 ZONING
APPX: 18.1 ACRES



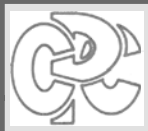
DESCRIPTION
CONWAY SCHOOLS
CONDITIONAL USE SCHOOL IN A-1
ADDRESS: 1805 OLD MILITARY RD
Parcel#: 001-12665-003



Tab Townsash - Mayor
Andy Hawkins & David Grimes - Aldermen Ward 1
Mark Vaughn & Shelby Mahl - Aldermen Ward 2
Jim Rhodes & Mary Smith - Aldermen Ward 3
Theodore Jones, Jr. & Sheila Whitmore - Aldermen Ward 4
Michael Murphy - City Attorney
Michael Garrett - City Clerk

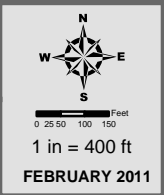


Bryan Patrick - Director
Donald Anthony - Deputy Director
Wes Craiglow - Deputy Director
Christy Sutherland - Planner
Liliana Rivera - Planning Tech
Jason Lyon - GIS Coordinator



CONWAY PLANNING COMMISSION
Kent Mathis - Chair
Craig Cloud - Vice-Chair

INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	Special
			SP
			S-1
			A-1
			PUD



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CONTACT INFORMATION
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gis.cityofconway.org (UNDER DEVELOPMENT)
E-MAIL: Jason.Lyon@CityofConway.org



City of Conway, Arkansas
Ordinance No. O-11- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 2220 PRINCE STREET (ON THE CONWAY HIGH SCHOOL SOFTBALL FIELD) FROM R-1 TO RU-1:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS THAT:

SECTION 1: The Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the **R-1** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

That part of the SE Quarter of Section 2, Township 5 North, Range 14 West, Faulkner County, AR, commencing at the SW corner of said SE Quarter of Section 2; thence South 88 degrees 20 minutes 55 seconds East, assumed bearing along the south line of said SE Quarter of Section 2, a distance of 342.34 feet; thence North 01 degree 39 minutes 05 seconds East, a distance of 1,035.41 feet to the point of beginning; thence South 90 degrees 00 minutes 00 seconds West, a distance of 24.00 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 25.00 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 24.00 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 25.00 feet to the point of beginning.

Proposed Coax Easement:

A 5.00 feet wide Coax Easement lying over, under and across that part of the Southeast Quarter of Section 2, Township 5 North, Range 14 West, Faulkner County, Arkansas, the centerline of which is described as follows:

Commencing at the Southwest corner of said Southeast Quarter of Section 2; thence South 88 degrees 20 minutes 55 seconds East, assumed bearing along the south line of said Southeast Quarter of Section 2, a distance of 342.34 feet; thence North 01 degree 39 minutes 05 seconds East, a distance of 1,035.41 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 24.00 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 25.00 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 8.00 feet to the actual point of beginning of the centerline to the described; thence North 00 degrees 00 minutes 00 seconds East, a distance of 47.70 feet; thence North 50 degrees 41 minutes 38 seconds East, a distance of 17.39 feet and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to meet at all angle points.

Coax Easement area = 325 sq. ft. more or less.

to those of **RU-1**, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

SECTION 2: All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 8th day of **March**, 2011.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

February 24, 2011

Council Members
Conway, AR 72032

Dear Council Members:

T-Mobile Central, LLC request for a rezoning from R-1 to RU-1 for property located at 2220 Prince Street (on the Conway High School Softball Field) with the legal description:

That part of the SE Quarter of Section 2, Township 5 North, Range 14 West, Faulkner County, AR, commencing at the SW corner of said SE Quarter of Section 2; thence South 88 degrees 20 minutes 55 seconds East, assumed bearing along the south line of said SE Quarter of Section 2, a distance of 342.34 feet; thence North 01 degree 39 minutes 05 seconds East, a distance of 1,035.41 feet to the point of beginning; thence South 90 degrees 00 minutes 00 seconds West, a distance of 24.00 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 25.00 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 24.00 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 25.00 feet to the point of beginning.

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The sidelines of said easement are to be prolonged or shortened to meet at all angle points.

Coax Easement area = 325 sq. ft. more or less.

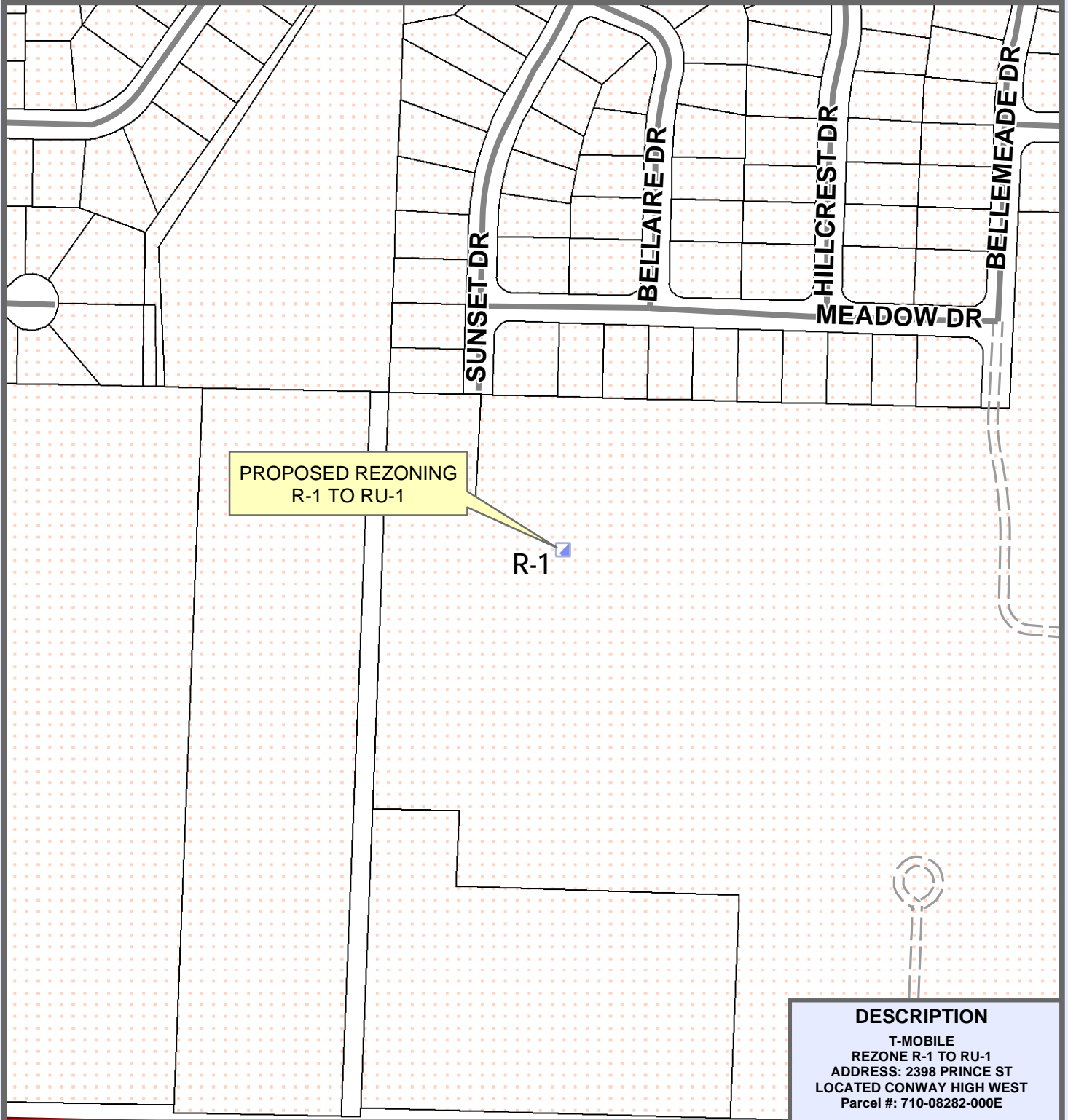
was reviewed by the Planning Commission at its regular meeting on February 23, 2011. The Planning Commission voted 7 – 0 that the request be sent to the City Council with a recommendation for approval.

Submitted by,

Kent Mathis, Chairman
Planning Commission

CITY OF CONWAY

T-MOBILE CENTRAL, LLC REZONE R-1 TO RU-1



PROPOSED REZONING
R-1 TO RU-1

R-1

DESCRIPTION
 T-MOBILE
 REZONE R-1 TO RU-1
 ADDRESS: 2398 PRINCE ST
 LOCATED CONWAY HIGH WEST
 Parcel #: 710-08282-000E

Tab Townsash - Mayor
 Andy Hawkins & David Grimes - Aldermen Ward 1
 Mark Vaughn & Shelley Mahl - Aldermen Ward 2
 Jim Rhodes & Mary Smith - Aldermen Ward 3
 Theodore Jones, Jr. & Sheila Whitmore - Aldermen Ward 4
 Michael Murphy - City Attorney
 Michael Garrett - City Clerk

Bryan Patrick - Director
 Donald Anthony - Deputy Director
 Wes Craiglow - Deputy Director
 Christy Sutherland - Planner
 Liletha Rhee - Planning Tech
 Jason Lyon - GIS Coordinator

CONWAY PLANNING COMMISSION
 Kent Mathis - Chair
 Craig Cloud - Vice-Chair

INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	Special
			SP
			S-1
			A-1
			PUD
			RU-1
			I-3

1 in = 250 ft
FEBRUARY 2011

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CONWAY PLANNING COMMISSION

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

February 24, 2011

Council Members
Conway, AR 72032

Dear Council Members:

T-Mobile Central, LLC request for a conditional use permit to allow a Transmission Tower (cell tower) for property located at 2220 Prince Street (on the Conway High School Softball Field) with the legal description:

That part of the SE Quarter of Section 2, Township 5 North, Range 14 West, Faulkner County, AR, commencing at the SW corner of said SE Quarter of Section 2; thence South 88 degrees 20 minutes 55 seconds East, assumed bearing along the south line of said SE Quarter of Section 2, a distance of 342.34 feet; thence North 01 degree 39 minutes 05 seconds East, a distance of 1,035.41 feet to the point of beginning; thence South 90 degrees 00 minutes 00 seconds West, a distance of 24.00 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 25.00 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 24.00 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 25.00 feet to the point of beginning.

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Commencing at the Southwest corner of said Southeast Quarter of Section 2; thence South 88 degrees 20 minutes 55 seconds East, assumed bearing along the south line of said Southeast Quarter of Section 2, a distance of 342.34 feet; thence North 01 degree 39 minutes 05 seconds East, a distance of 1,035.41 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 24.00 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 25.00 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 8.00 feet to the actual point of beginning of the centerline to the described; thence North 00 degrees 00 minutes 00 seconds East, a distance of 47.70 feet; thence North 50 degrees 41 minutes 38 seconds East, a distance of 17.39 feet and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to meet at all angle points.

Coax Easement area = 325 sq. ft. more or less.

was reviewed by the Planning Commission at its regular meeting on February 23, 2011. The Planning Commission voted 7 – 0 that the request be sent to the City Council with a recommendation for approval with conditions as stated below.

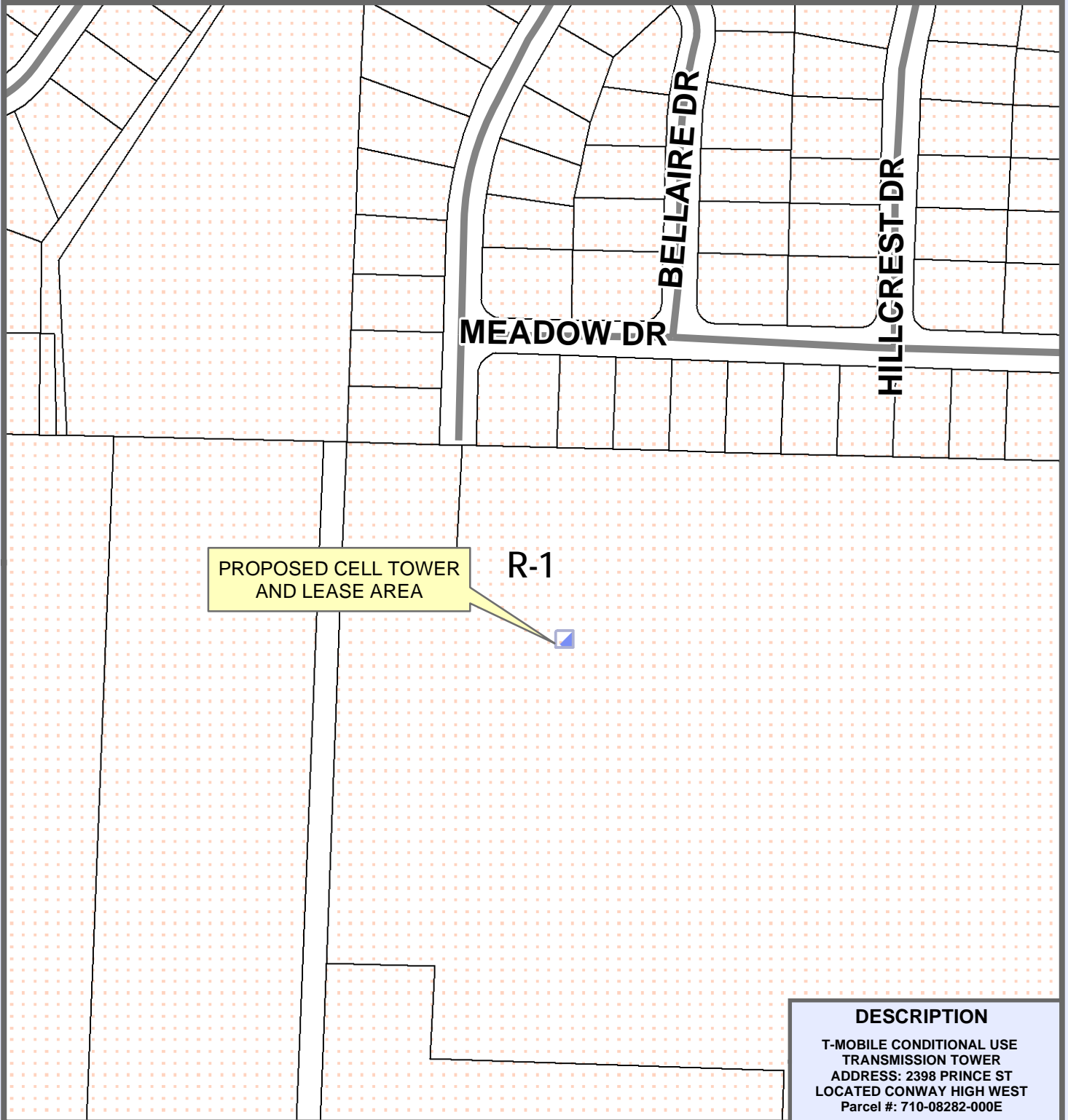
1. No external lighting on the pole unless required by the FAA.
2. Eight (8) foot wooden privacy fencing shall be constructed as proposed and maintained by the applicant.
3. Screening vegetation shall be planted as proposed.
4. Make pole flag ready, but no American flag will be flown since the flag pole will be unlighted.
5. Other conditions as may be deemed appropriate by the City Council.

Submitted by,

Kent Mathis, Chairman
Planning Commission

CITY OF CONWAY

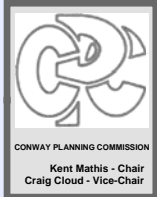
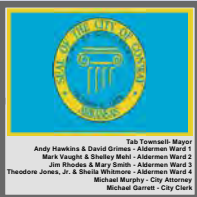
T-MOBILE CENTRAL, LLC CONDITIONAL USE



PROPOSED CELL TOWER AND LEASE AREA

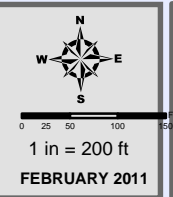
R-1

DESCRIPTION
 T-MOBILE CONDITIONAL USE
 TRANSMISSION TOWER
 ADDRESS: 2398 PRINCE ST
 LOCATED CONWAY HIGH WEST
 Parcel #: 710-08282-000E



INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	Special
			SP
			S-1
			A-1
			PUD

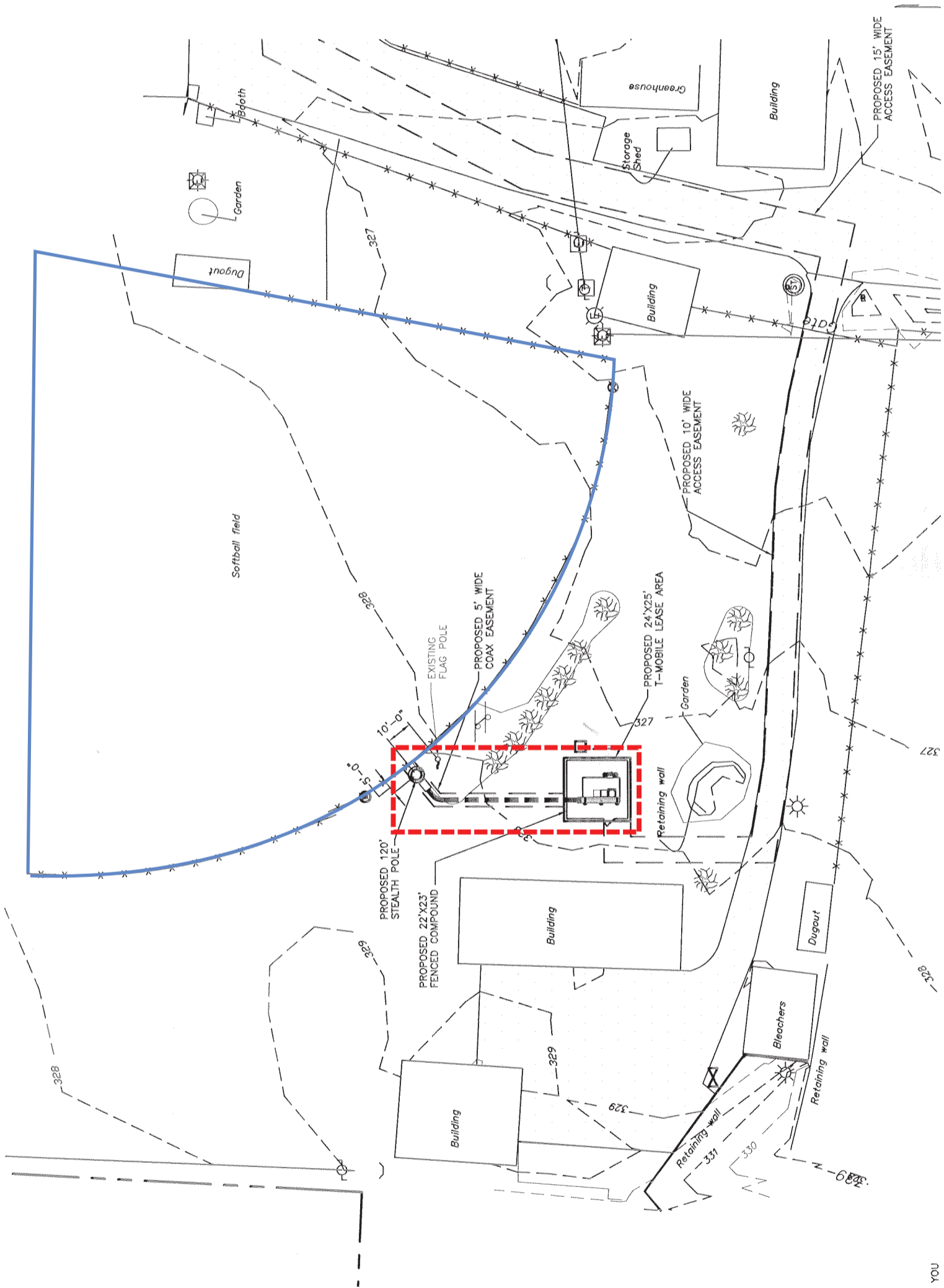
Commercial	Office	Special
C-1	O-1	SP
C-2	O-2	S-1
C-3	O-3	A-1
C-4		PUD



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CONTACT INFORMATION
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 gis.cityofconway.org (UNDER DEVELOPMENT)
 E-MAIL: Jason.Lyon@CityOfConway.org

NOTE:
PROPOSED CLEAR & GRUB REMOVEY
24'-0" x 25'-0" LEASE BOUNDAR



YOU

PROPOSED CL OF T-MOBILE
ANTENNAS ELEV. 115'-0"

PROPOSED CL OF T-MOBILE
ANTENNAS ELEV. 105'-0"

FUTURE SOFTBALL
FIELD LIGHTING
BY OTHERS

PROPOSED 120'
STEALTH POLE

CENTER LINE OF SOFTBALL FIELD LIGHTS
HEIGHT TO BE DETERMINED BY SCHOOL

120'-0"
HEIGHT OF PROPOSED STEALTH POLE

PROPOSED
T-MOBILE
EQUIPMENT

PROPOSED ANDREW
TRANSITION BOX

PROPOSED
ICE BRIDGE

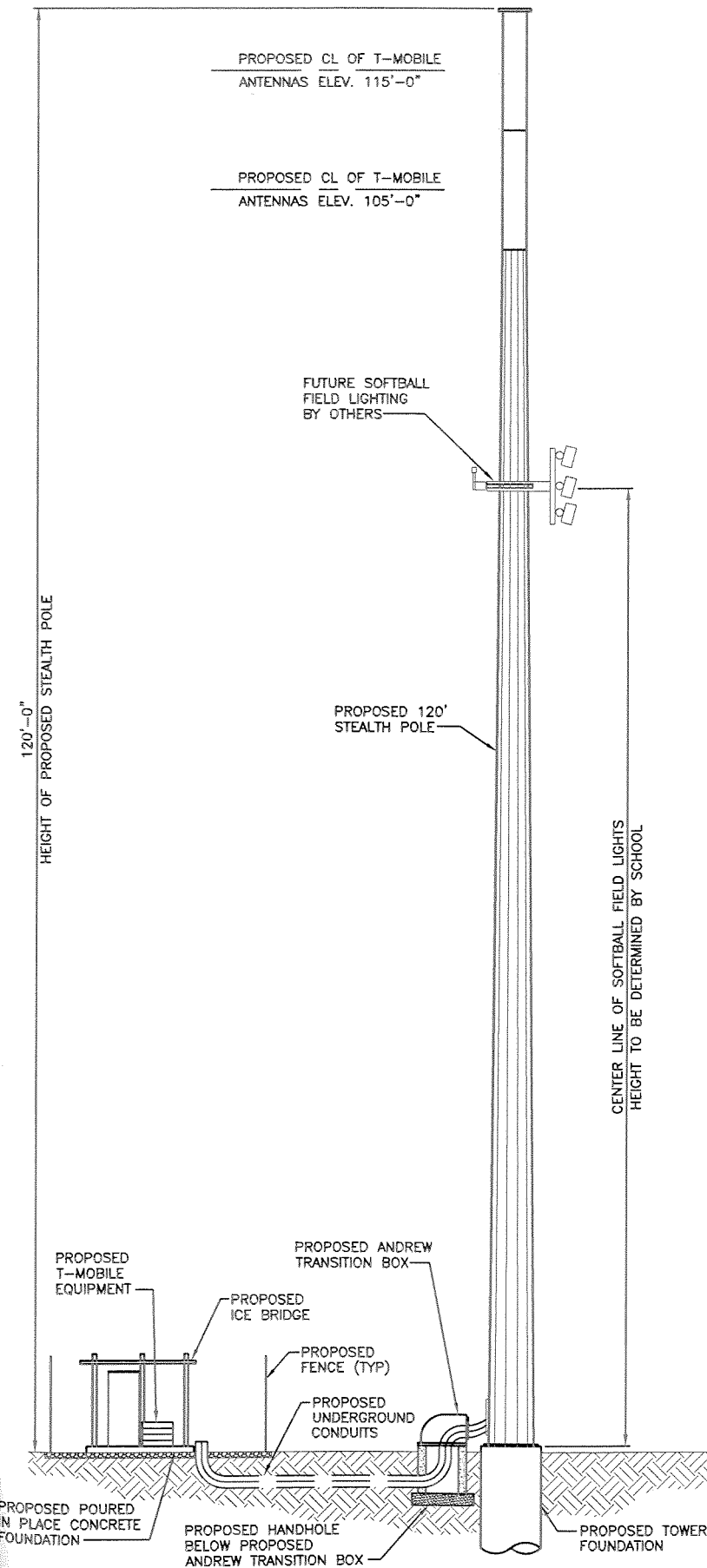
PROPOSED
FENCE (TYP)

PROPOSED
UNDERGROUND
CONDUITS

PROPOSED POURED
IN PLACE CONCRETE
FOUNDATION

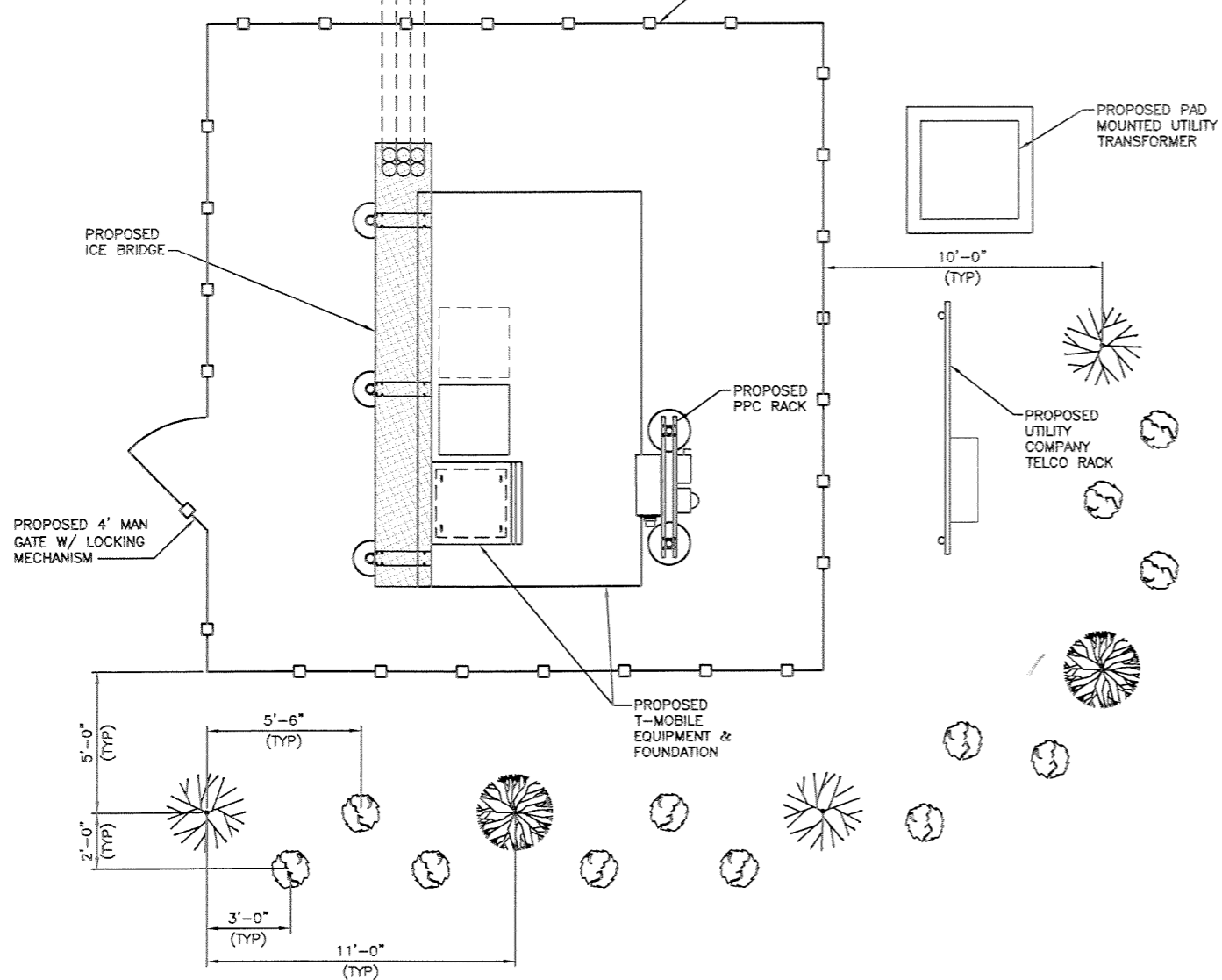
PROPOSED HANDHOLE
BELOW PROPOSED
ANDREW TRANSITION BOX

PROPOSED TOWER
FOUNDATION






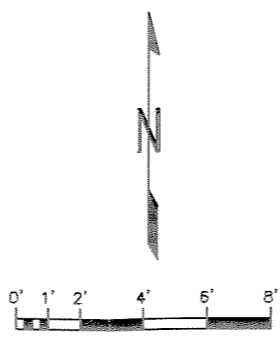
PROPOSED (6) 6" UNDERGROUND PVC CONDUITS FOR COAX (APPROX. LENGTH = 75')

PROPOSED 8' HIGH WOOD FENCE



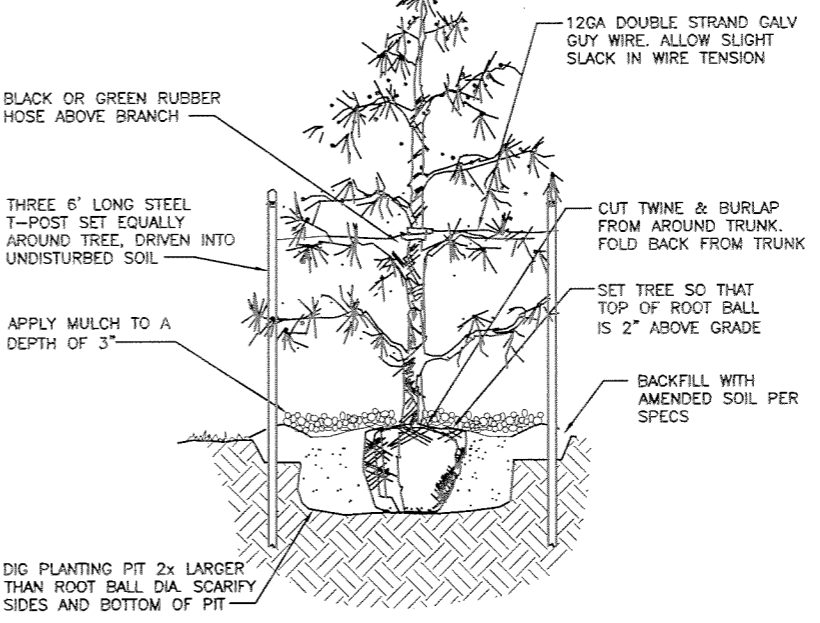
TREE NOTES:

-  (2) JUNIPERUS CHINENSIS "PYRAMIDALIS" SHRUBS (10'-0" O.C., AND TO BE MINIMUM OF 5 GAL. SIZE)
-  (12) AUCUBA JAPONICA "CROTONIFOLIA" SHRUBS (SHRUBS TO BE MINIMUM OF 5 GAL. SIZE)
-  (3) SERBIAN SPRUCE "NANA VARIETY" TREES (SHALL BE A MINIMUM OF 6'-0" TALL AT TIME OF PLANTING)

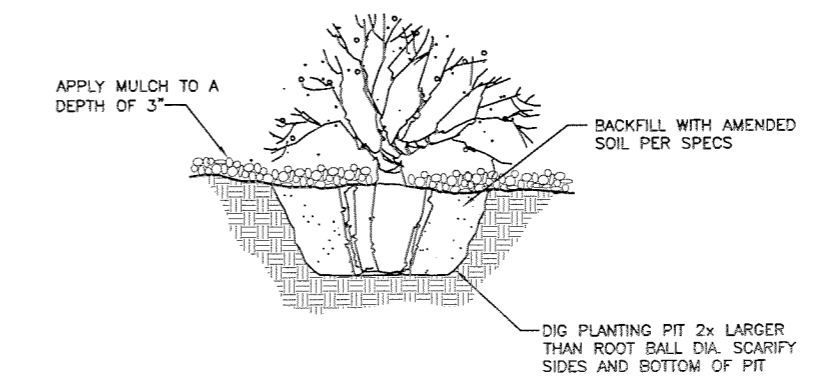


LANDSCAPE PLAN

NOTE: PRUNE DAMAGED OR DEAD WOOD PRIOR TO PLANTING

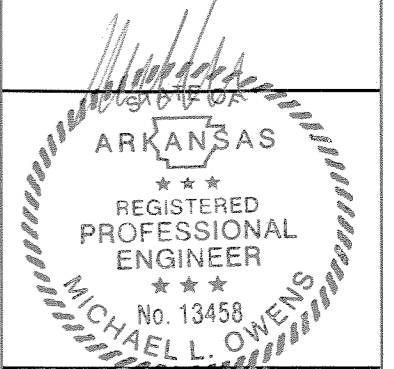


TREE PLANTING DETAIL



SHRUB PLANTING DETAIL

T-Mobile
USA, INC.



8500 W. 110th Street, Suite 300
Overland Park, Kansas 66210
Phone: 913-438-7700 Fax: 913-438-7777

DESIGNER: D.C. PELLAND
LEAD EE: T.M. SUPER
LEAD CE/SE: M.L. OWENS

SUBMITTALS			
NO.	DATE	DESCRIPTION	BY
A	01/04/11	ISSUED FOR ZONING	DCP
B	01/21/11	REISSUED FOR ZONING	DCP
C	01/25/11	REISSUED FOR ZONING	DCP

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STATE OF ARKANSAS
CERTIFICATE OF AUTHORIZATION #774
RESPONSIBLE ENGINEERS:
MLO MICHAEL L. OWENS 13458 STRUCTURAL/CIVIL
TMS TERRANCE M. SUPER 9717 ELECTRICAL

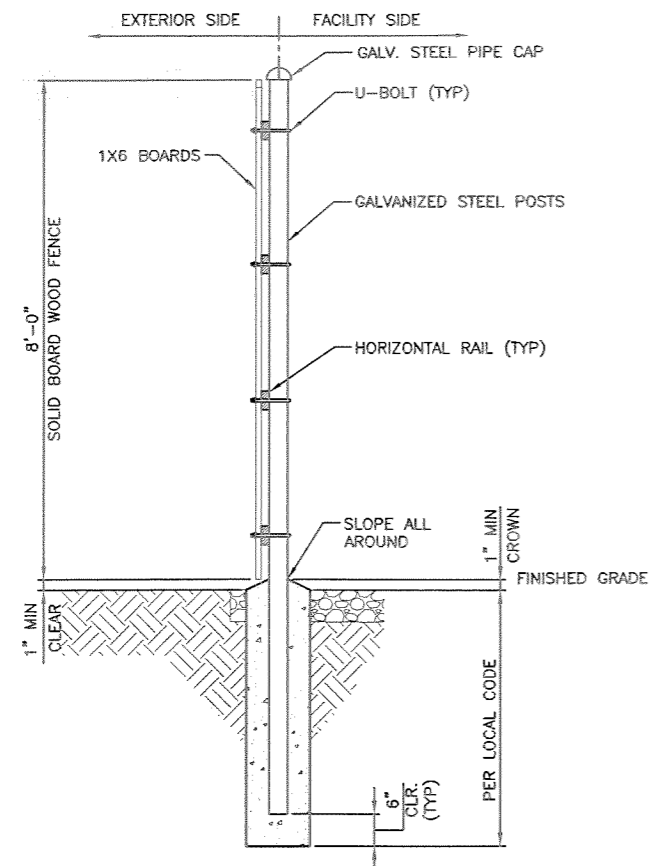
SITE NAME
CONWAY H.S. SOFTBALL FIELD

SITE NUMBER
AR01903

SITE ADDRESS
**2398 PRINCE STREET
CONWAY, ARKANSAS
72034**

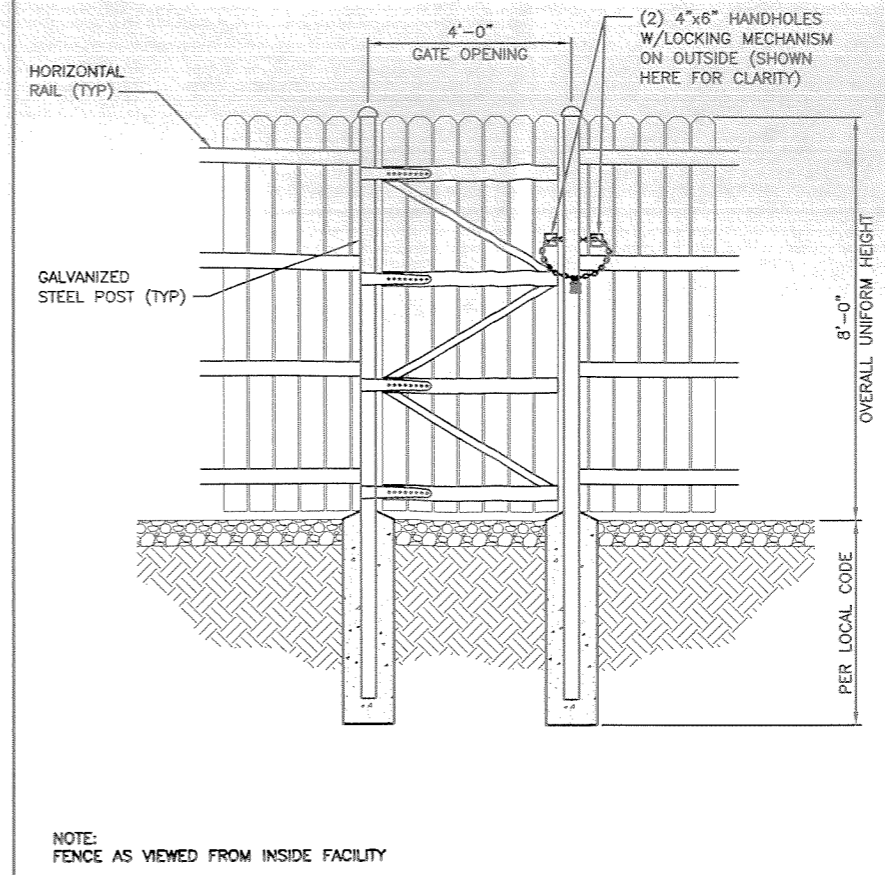
SHEET TITLE
LANDSCAPE PLAN & DETAILS

SHEET NUMBER
A-4



TYPICAL LINE POST

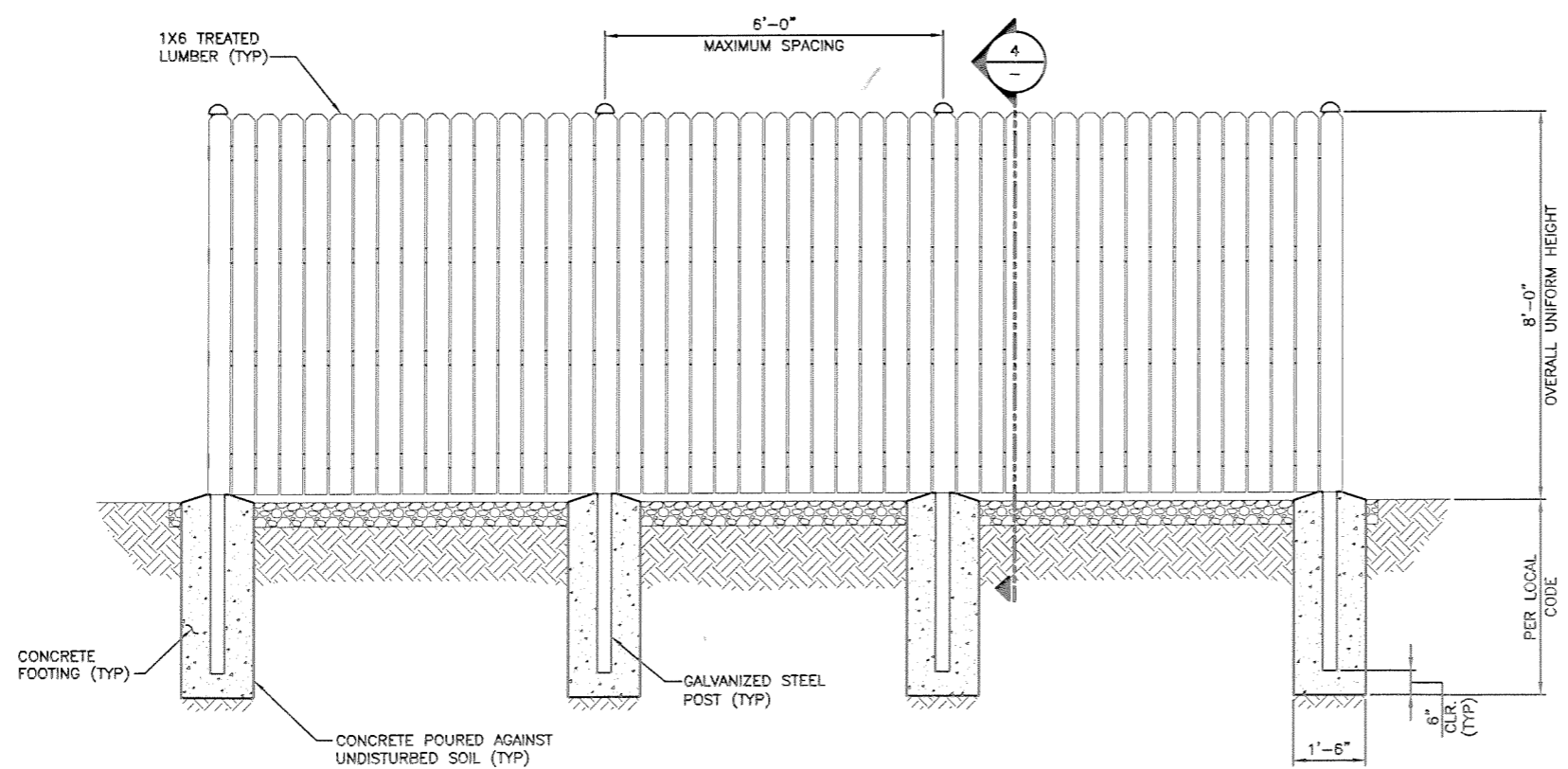
4



NOTE:
FENCE AS VIEWED FROM INSIDE FACILITY

GATE DETAIL

1



FENCE AS SHOWN IS FOR GENERAL AESTHETICS AND HEIGHT ONLY. FINAL SIZING OF MEMBERS, FOOTINGS, AND TREATMENTS ARE TO BE MADE BY GENERAL CONTRACTOR AND MEET ALL APPLICABLE CODES AND REQUIREMENTS.

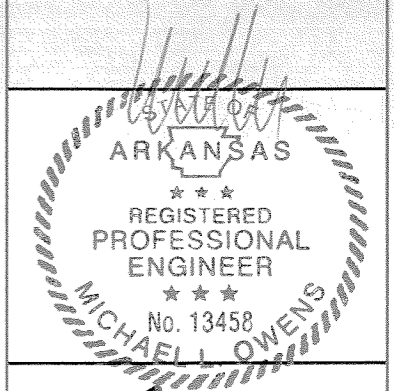
ALL EXPOSED LUMBER TO BE TREATED EQUIVALENT TO A.C.Q.

NOTE:
FENCE AS VIEWED FROM OUTSIDE FACILITY

WOOD FENCE ELEVATION

2

T-Mobile
USA, INC.



8500 W. 110th Street, Suite 300
Overland Park, Kansas 66210
Phone: 913-438-7700 Fax: 913-438-7777

DESIGNER: D.C. PELLAND
LEAD EE: T.M. SUPER
LEAD CE/SE: M.L. OWENS

SUBMITTALS

NO.	DATE	DESCRIPTION	BY
A	01/04/11	ISSUED FOR ZONING	DCP
B	01/21/11	REISSUED FOR ZONING	DCP
C	01/25/11	REISSUED FOR ZONING	DCP

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STATE OF ARKANSAS
CERTIFICATE OF AUTHORIZATION #774
RESPONSIBLE ENGINEERS:
MLO MICHAEL L. OWENS 13458 STRUCTURAL/CIVIL
TMS TERRANCE M. SUPER 9717 ELECTRICAL

SITE NAME
CONWAY H.S.
SOFTBALL FIELD

SITE NUMBER
AR01903

SITE ADDRESS
2398 PRINCE STREET
CONWAY, ARKANSAS
72034

SHEET TITLE
FENCE DETAILS
& ELEVATIONS

SHEET NUMBER
A-5



CONWAY PLANNING COMMISSION

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

February 24, 2011

Council Members
Conway, AR 72032

Dear Council Members:

Deep Well Campus Ministries request for a conditional use permit to allow restricted office and religious activities in an R-2A zone for the property located at 625 Donaghey Avenue (southwest corner of Donaghey and Louvenia) with the legal description

Block D, Lots 1 & 2, Donaghey Addition

was reviewed by the Planning Commission at its regular meeting on February 23, 2011. The Planning Commission voted 7 – 0 that the request be sent to the City Council with a recommendation for approval subject to the following conditions.

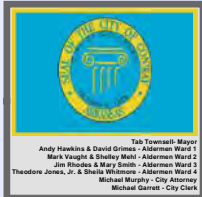
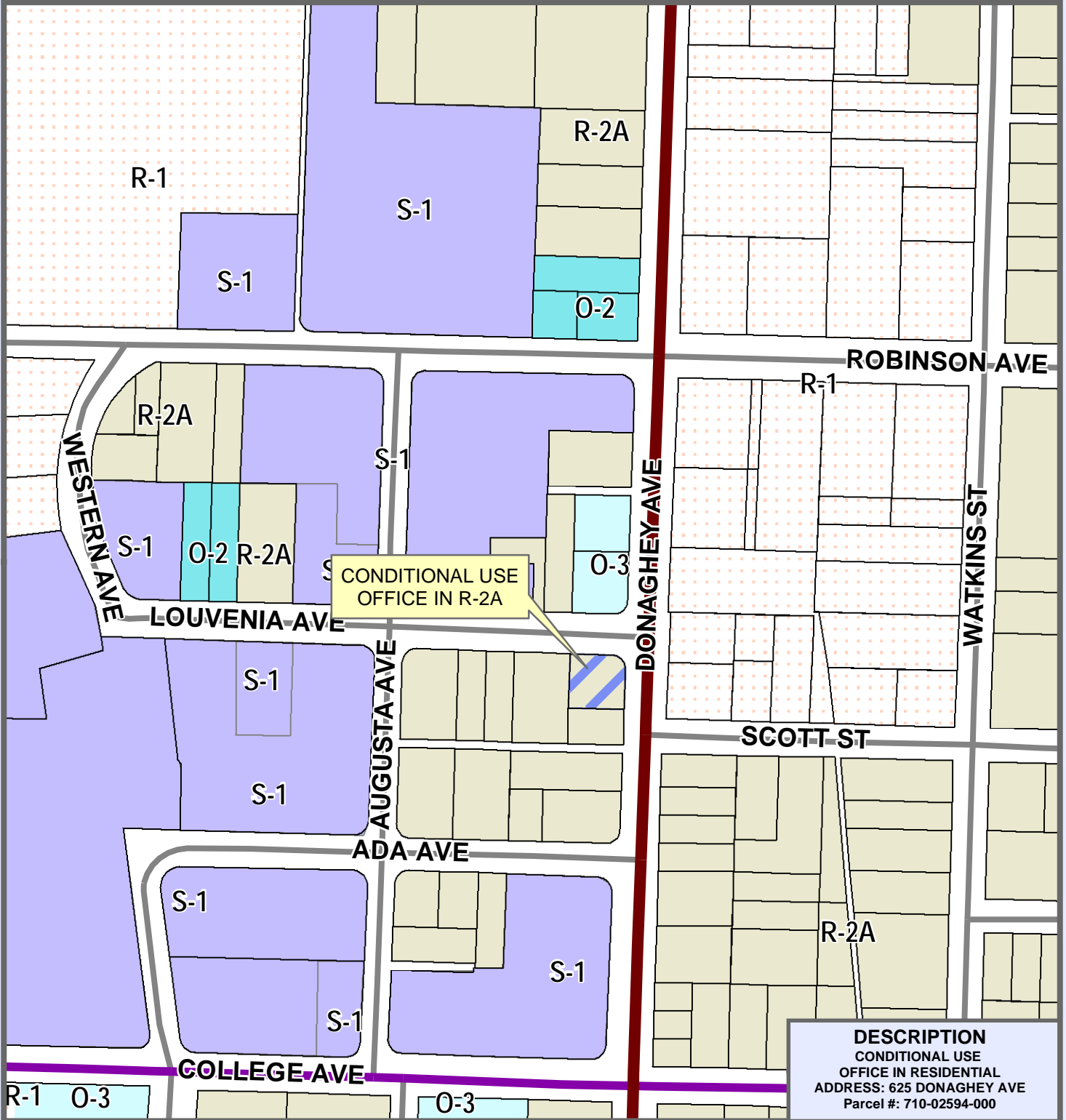
1. Hours of operation for the staff offices are 8:00 a.m. to 6:30 p.m., Monday through Friday. Religious activities may occur outside of office hours.
2. Signage – Wall signage limited to two (2) square feet in area. Freestanding signage shall be a non-illuminated monument or two (2) pole sign no greater than four (4) feet in height and four (4) feet wide.
3. Architectural Compatibility – Any remodeling or new construction must be compatible with the surrounding architecture as allowed by the Old Conway Design Review Board.
4. Term of Conditional Use – Conditions are limited to the applicant.
5. Any additional lighting/buffering/screening above Development Review standards.
6. Sidewalks – Construction and/or repair of existing sidewalks is required and additional parking up to seven (7) spaces. Students will use UCA's parking lot and staff will use existing and add additional parking.
7. Vehicle access to the property shall be from Louvenia.

Submitted by,

Kent Mathis, Chair
Planning Commission

CITY OF CONWAY

DEEP WELL CAMPUS MINISTRIES CONDITIONAL USE



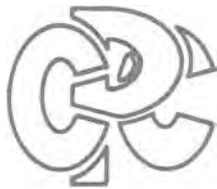
INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	Special
			SP
			S-1
			A-1
			PUD



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CONTACT INFORMATION
 LANDMARK GIS WEBSITE
gis.cityofconway.org (UNDER DEVELOPMENT)
 E-MAIL: Jason.Lyon@CityofConway.org

Planning Date: April 2011
 File Name: Maps\2011\CDP E03011\DEEP WELL CAMPUS MINISTRIES CU.mxd
 Prepared By: Jason Lyon



CONWAY PLANNING COMMISSION

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

February 24, 2011

Council Members
Conway, AR 72032

Dear Council Members:

Conway Corporation request for a conditional use permit to allow a wastewater treatment plant in an A-1 zone for the property located at 1405 Lollie Road with the legal description

East ½ SW ¼, Section 19, Township 5 North, Range 14 West, Faulkner County, Arkansas, containing 79.29 acres

was reviewed by the Planning Commission at its regular meeting on January 18, 2011. Following the public hearing, the Planning Commission voted to hold the item in committee for further study until the February Planning Commission meeting. The Conditional Use Subcommittee reported on its findings at the February 23 Planning Commission meeting. After that report and commission discussion, the motion was made to forward the item to City Council with a recommendation for approval subject to the conditions stated below.

1. **Fencing**

East side: wrought iron décor fence and gated with decorative gate post (iron column/capped) from NE corner to first gated entrance where fence is not behind berm.

North & West sides: chain link powder coated/razor top fencing

South side: Berm; with acceptations to the request of Ronnie Hall and land use of this area not known at this time to be decided by Design and Review Board.

Cedar and Leland Cypress trees or evergreen species and shrubbery will accent the plant and fencing on north, south and east areas.

2. **Lighting**: as planned in specs, i.e., inward, downward, and shrouded
3. **Odor**: meet or exceed specs as presented
4. **Noise**: no horns such as yard alarms
5. **Berm**: East side – acceptable as planned with landscaping
6. **Security**: standard industry practices
7. **Signage**: sign ordinance by the City of Conway
8. **Marine life**: All required agencies with regulation jurisdictions
9. **Road Conditions**: meet weight limits and standards as set by the city/state weight restrictions
10. Dedication of the east 40' of the property to the city as a street right of way
11. **Time Window for Construction**: sunrise to 9:00 p.m. for exterior construction.
12. **Dust**: Best management practice ADEQ Contractor in Compliance
13. **Landscaping**: Cedar and Leland Cypress or similar evergreen species with shrubbery to non-attract birds.
14. **Appearance of Plant**: to make the plant as attractive as possible as a drive by for all neighbors and passersby.

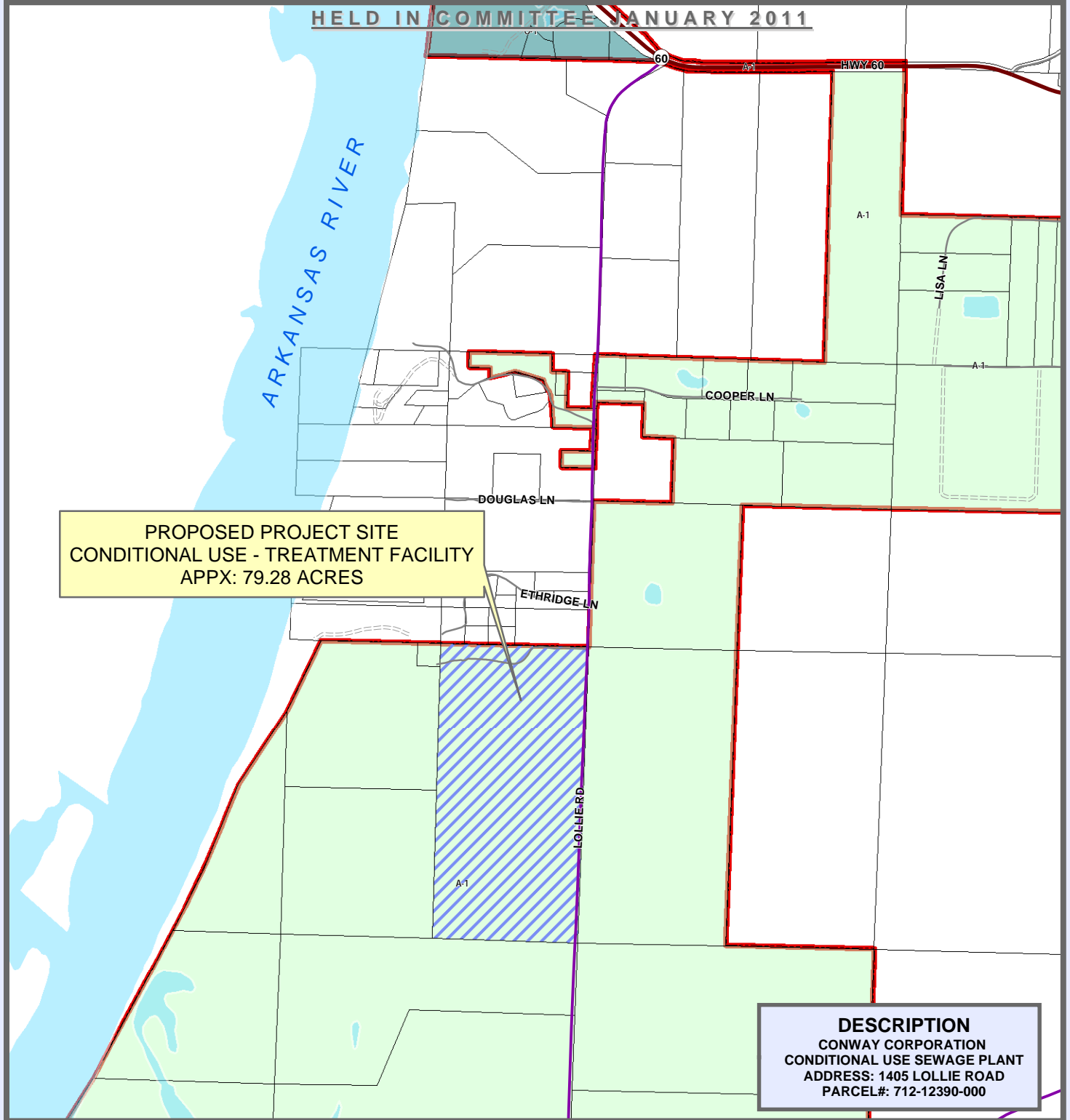
Submitted by,

Kent Mathis, Chair
Planning Commission

CITY OF CONWAY

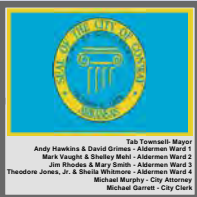
CONWAY CORPORATION CONDITIONAL USE

HELD IN COMMITTEE JANUARY 2011

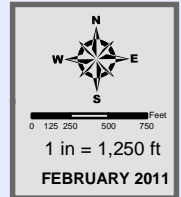


PROPOSED PROJECT SITE
CONDITIONAL USE - TREATMENT FACILITY
APPX: 79.28 ACRES

DESCRIPTION
CONWAY CORPORATION
CONDITIONAL USE SEWAGE PLANT
ADDRESS: 1405 LOLLIE ROAD
PARCEL#: 712-12390-000



INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	Special
			SP
			S-1
			A-1
			PUD



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CONTACT INFORMATION
 LANDMARK GIS WEBSITE:
 gis.cityofconway.org (UNDER DEVELOPMENT)
 E-MAIL: Jason.Lyon@CityOfConway.org



CONWAY PLANNING COMMISSION

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

February 24, 2011

Council Members
Conway, AR 72032

Dear Council Members:

Conway Corporation request for a conditional use permit to allow a wastewater pump station in an A-1 zone for the property located at 5398 Donnell Ridge Road with the legal description

A tract of land in the S $\frac{1}{2}$, NE $\frac{1}{4}$, Section 30, T-5-N, R-14-W, Faulkner County, Arkansas being more particularly described as follows: commencing at the NE corner of the said NE $\frac{1}{4}$, Section 30; Thence S01°28'W along the east line of the said NE $\frac{1}{4}$, Section 30, a distance of 1,610.93' to the Point of beginning, thence West a distance of 225.0'; thence South a distance of 210.0'; thence East a distance of 219.62' to the East line of the said NE $\frac{1}{4}$, Section 30; thence N01°28'E along the said East line of the NE $\frac{1}{4}$, Section 30 a distance of 210.06' to the point of beginning, Said Tract of Land containing 1.07 acres more or less.

was reviewed by the Planning Commission at its regular meeting on January 18, 2011. The Planning Commission voted to hold the request in committee until the February meeting at which time the commission heard a report from the conditional use subcommittee and then voted 7 – 0 to send the item to the City Council with a recommendation for approval subject to meeting the requirements of Development Review.

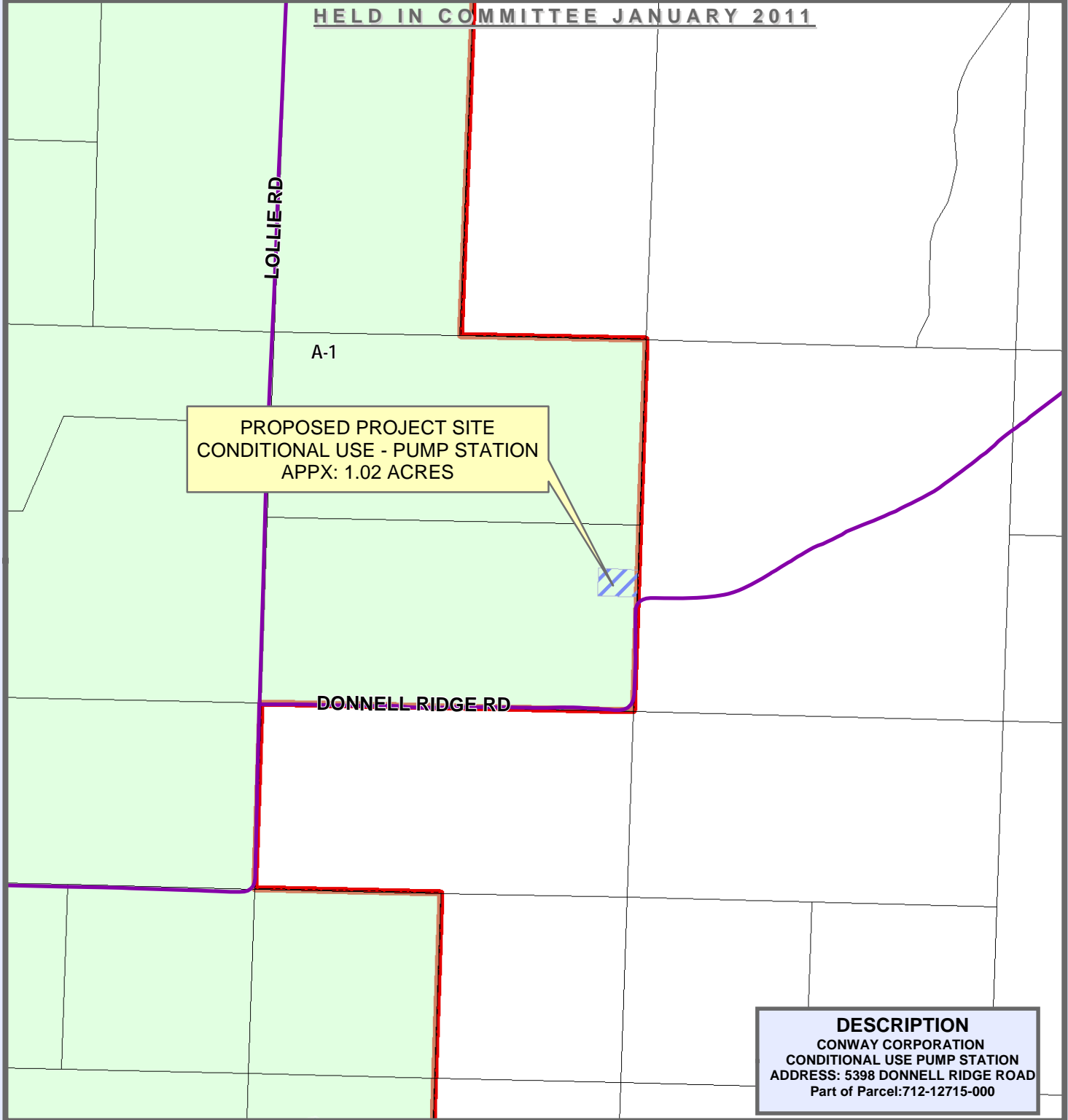
Submitted by,

Kent Mathis, Chair
Planning Commission

CITY OF CONWAY

CONWAY CORPORATION CONDITIONAL USE

HELD IN COMMITTEE JANUARY 2011



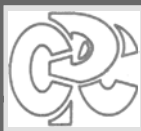
DESCRIPTION
CONWAY CORPORATION
CONDITIONAL USE PUMP STATION
ADDRESS: 5398 DONNELL RIDGE ROAD
Part of Parcel: 712-12715-000



Tab Towneash - Mayor
 Andy Hawkins & David Grimes - Aldermen Ward 1
 Mark Vaughn & Shelley Mahl - Aldermen Ward 2
 Jim Rhodes & Mary Smith - Aldermen Ward 3
 Theodore Jones, Jr. & Sheila Whitmore - Aldermen Ward 4
 Michael Murphy - City Attorney
 Michael Garrett - City Clerk

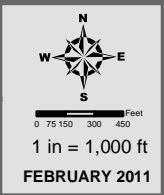


Bryan Patrick - Director
 Donald Anthony - Deputy Director
 Wes Craiglow - Deputy Director
 Christy Sutherland - Planner
 Lisha Riva - Planning Tech
 Jason Lyon - GIS Coordinator



CONWAY PLANNING COMMISSION
 Kent Mathis - Chair
 Craig Cloud - Vice-Chair

INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	
		Special	SP
			S-1
			A-1
			PUD



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 E-MAIL: Jason.Lyon@CityofConway.org

**CITY OF CONWAY
STREET PROJECTS
MARCH 2011**

A. AVAILABLE FUNDS FOR MAINTENANCE & REHAB PROJECTS IN STREET FUND BUDGET:

	\$ 800,000	Usual Street Fund Overlay Allowance
	\$ 200,000	2011 Severance Tax (Alternative Transportation)
	\$ 125,000	2010 Secerance Tax (Alternative Transportation)
Total Funds	\$ 1,125,000	

B. NEEDED STREET RECONSTRUCTION PROJECTS:				CITY		Ward
				FORCES	CONTRACTOR EST. COST	
	1 MUSEUM RD.	Oak to Halter		\$ 160,000	\$ 300,000	4
→	2 DONAGHEY AVE.	Tyler to Prince	Reconstruct to 36' curbed	\$ 555,000	\$ 1,000,000	2&3
	3 WESTERN AVE.	Caldwell to Robinson	Right of Way now available	\$ 90,000	\$ 200,000	3
	4 MIDDLE ROAD	Amity to Southland	2000' 36' curbed	\$ 300,000	\$ 550,000	4
	5 MIDDLE ROAD	Southland to E. German	1800' - 36' curbed	\$ 275,000	\$ 500,000	4
	6 BLANEY HILL ROAD	HWY 25 to Stone Rd.	3600'	\$ 540,000	\$ 900,000	2
	7 STANLEY RUSS ROAD	Bill Bell Lane to S.Donaghey	6000' 36' curbed	\$ 900,000	\$ 1,500,000	4
	8 LOWER RIDGE @ U.S. 65	Realign Intersection & Connect to shopping center		\$ 125,000	\$ 300,000	2
	9 MITCHELL STREET	Caldwell to Scott	Reconstruct to 27' curbed - 1,200'	\$ 90,000	\$ 200,000	4
	10 GRIFFIN STREET	Bruce to McKay	630' 27' curbed	\$ 55,000	\$ 120,000	4
	11 WESCON LANE	Westin Park to College	36' Curbed	\$ 180,000	\$ 500,000	3
	12 NUTTER CHAPEL ROAD	Catherine Place to Salem	36' Curbed - 1,800'	\$ 275,000	\$ 540,000	1
	13 PIN OAK	Shady Ln.to Water Oak	Replace Concrete	\$ 80,000	\$ 175,000	3
	14 SHADY LANE	White Oak to Red Oak	Replace Concrete	\$ 50,000	\$ 160,000	3
	15 SHADY L:ANE	Red Oak to End	Replace Concrete	\$ 40,000	\$ 85,000	3
	16 RED OAK	Shady Ln. To Shady Ln. Loop	Replace Concrete	\$ 47,000	\$ 100,000	3
	17 RED OAK	Shady Lane to Salem	Replace Concrete	\$ 66,000	\$ 130,000	3
	18 SMOKING OAKS RD.	Salem to Morningside	Replace Concrete	\$ 126,000	\$ 260,000	3
	19 JEFFERSON PLACE	Lexington	Replace Concrete	\$ 160,000	\$ 320,000	3
	20 JEFFERSON PLACE	West Point	Replace Concrete	\$ 37,000	\$ 75,000	3
	21 JEFFERSON PLACE	Brandywine	Replace Concrete	\$ 25,000	\$ 50,000	3
	22 JEFFERSON PLACE	Bunker Hill	Replace Concrete	\$ 27,000	\$ 54,000	3
	23 JEFFERSON PLACE	Yorktown	Replace Concrete	\$ 27,000	\$ 54,000	3
	24 SANDSTONE	South of Tucker Creek	Replace Concrete	\$ 90,000	\$ 90,000	3
SUBTOTAL STREET RECONSTRUCTION PROJECTS				\$ 4,320,000	\$ 8,163,000	

C. NEEDED STREET OVERLAYS:

					Ward
	1 TJ	Gertrude to Oak Meadows	overlay	\$ 27,000	1
	2 QUAIL RUN	add gravel, shape ditches & overlay		\$ 50,000	1
	3 SHERMAN OAKS	South of Prince & East of Country Club		\$ 33,000	3
	4 BAINBRIDGE DR.	Bainbridge Sub. (870')		\$ 18,000	1
	5 KENSINGTON DR.	Bainbridge Sub (3,900')		\$ 72,000	1
	6 HEATHER CR.	Rosewood Terrace		\$ 46,000	3
	7 ROYAL OAKS / KROOKED KREEK			\$ 50,000	3
	8 MILL POND ROAD	321 tp Pauls Ln. (Chip & Seal by County?)		\$ 67,000	4
	9 Sanders Dr.	Findley to Outback/ Tractor Supply Drive		\$ 8,000	2
	10 Fendley Dr.	East Walmart Entrance to Sanders		\$ 15,000	2
	11 Hogan Ln.	Prince to Reedy (Pavement starting to fail)		\$ 140,000	1
→	12 Main Street	Front to Harkrider with Street Scape Improvements (by city for		\$ 100,000	4
	13 RED OAK	Shady Ln. To Shady Ln. Loop	Patch Failed Conc. & Overlay	\$ 23,000	3
	14 RED OAK	Shady Lane to Salem	Patch Failed Conc. & Overlay	\$ 32,000	3
	15 SMOKING OAKS RD.	Salem to Morningside	Patch Failed Conc. & Overlay	\$ 65,000	3
	16 JEFFERSON PLACE	Lexington	Patch Failed Conc. & Overlay	\$ 75,000	3
	17 JEFFERSON PLACE	West Point	Patch Failed Conc. & Overlay	\$ 20,000	3
	18 JEFFERSON PLACE	Brandywine	Patch Failed Conc. & Overlay	\$ 12,000	3
	19 JEFFERSON PLACE	Bunker Hill	Patch Failed Conc. & Overlay	\$ 14,000	3
	20 JEFFERSON PLACE	Yorktown	Patch Failed Conc. & Overlay	\$ 14,000	3
	21 SANDSTONE	South of Tucker Creek	Patch Failed Conc. & Overlay	\$ 45,000	3
	22 Crawford Loop	Royal Oaks / Kookked kreek		\$ 37,000	3
	23 Cleburne Cv	Royal Oaks / Kookked kreek		\$ 18,000	3
	24 Dallas Lp	Royal Oaks / Kookked kreek		\$ 25,000	3
	25 Benton Cv	Royal Oaks / Kookked kreek		\$ 5,000	3
	26 Chicot Dr.	Royal Oaks / Kookked kreek		\$ 45,000	3
	27 Drew Dr.	Royal Oaks / Kookked kreek		\$ 3,500	3
	28 Baxter Dr.	Royal Oaks / Kookked kreek		\$ 36,000	3
	29 Royal Dr.	Royal Oaks / Kookked kreek		\$ 34,000	3
	30 Colombia Dr.	Royal Oaks / Kookked kreek		\$ 33,000	3
TOTAL STREET OVERLAY				\$ 1,162,500	

**CITY OF CONWAY
STREET PROJECTS
MARCH 2011**

D. Major Street Projects

1 COLLEGE AVENUE Relocation to Elm Street	Locust to Harkrider	Funded by Pay as You Go	\$	800,000	2011
2 PRINCE STREET Reconstruction	Western to Shady Ln.	Programed Sales Tax Project	\$	4,000,000	2011-2012
3 WESTERN LOOP		Programed Sales Tax Project	\$	5,000,000	2012 - 2013
4 COLLEGE AVENUE RECONSTRUCTION	Salem to Hubbard	Programed Sales Tax Project	\$	1,200,000	2013
5 COLLEGE -COUNTRY CLUB ROUNDABOUT		Programed Sales Tax Project	\$	300,000	2013
6 FARRIS ROAD - Bruce to Oaklawn		Programed Impact Fee Project	\$	800,000	2011
7 McNUTT RD. - OLD MILITARY (Right of Way & Earthwork Only)		Not Funded	\$	1,400,000	2011
8 McNUTT RD. - OLD MILITARY (Curbs, Drainage & Paving)		Not Funded	\$	600,000	2012
9 OLD MILITARY RECONSTRUCTION	Donnell RDG. To New School	Not Funded	\$	1,250,000	2012
10 NUTTER CHAPEL - Green at Nutter Chapel to Old Military		Not Funded	\$	700,000	2012
TOTAL MAJOR STREETS			\$	16,050,000	

E FUNDS AVAILABLE FOR MAJOR STREET PROJECTS:

(Funds not obligated by Contract)

		CUMULATIVE PAY AS YOU GO SALES TAX	CUMULATIVE IMPACT FEE	CUMULATIVE TOTAL
End 2010	\$	2,000,000	\$ 600,000	\$ 2,600,000
2011	\$	4,100,000	\$ 1,800,000	\$ 5,900,000
2012	\$	6,400,000	\$ 3,000,000	\$ 9,400,000
2013	\$	9,300,000	\$ 4,200,000	\$ 13,500,000
2014	\$	12,200,000	\$ 5,400,000	\$ 17,600,000

F SIDEWALK PROJECTS

			Ward
Stermer (south side)	Janan to Salem	\$ 8,500	1
Siebenmorgen Rd. (south side)	Nicole Place to Bob Courtway	\$ 35,000	2
Siebenmorge Rd (South Side)	Bob Courtway to Museum	\$ 25,000	2
Bob Courtway (East Side)	Siebenmorge to Bob Courtway School	\$ 25,000	2
Farris Rd (East Side)	Bruce to College	\$ 35,000	1
Farris Road (East Side)	Collge to Prince	\$ 70,000	3
South German (west side)	Dave Ward to Robins	\$ 90,000	4
TOTAL SIDEWALKS		\$ 288,500	



City of Conway, Arkansas
Resolution No. R-11-_____

**RESOLUTION OF THE CITY OF CONWAY OF CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF
 BUSINESS TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706(d) OF
 THE CONSOLIDATED INCENTIVE ACT OF 2003).**

WHEREAS, in order to be considered for participation in the Tax Back Program, the local government must endorse a business to participate in the Tax Back Program; and

WHEREAS, the local government must authorize the refund of local sales and use taxes as provided in the Consolidated Incentive Act of 2003; and

WHEREAS, said endorsement must be made on specific form available from the Arkansas Department of Economic Development; and

WHEREAS, Wonder State Box Company located at 584 Commerce Street has sought to participate in the program and more specifically has requested benefits accruing from the expansion of the existing business; and

WHEREAS, Wonder State Box Company has agreed to furnish the local government all necessary information for compliance.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONWAY THAT:

1. Wonder State Box Company be endorsed by the City of Conway for benefits from the sales & use tax refunds as provided by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003.
2. The Department of Finance and Administration is authorized to refund local sales and use taxes to Wonder State Box Company.
3. This resolution shall take effect immediately.

 Mayor Tab Townsell

Date Passed: **March 8th, 2011**

Attest: _____
 City Clerk/ Treasurer



City of Conway, Arkansas
Ordinance No. O-11-_____

AN ORDINANCE TO REPEAL ORDINANCE NO. O-10-122 & ESTABLISHED NEW FEES TO BE ASSESSED FOR THE RENTAL OF THE CONWAY EXPO CENTER; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, Ordinance O-10-122 set the rates and fees for the newly complete City of Conway Expo Center and Fairgrounds; and

WHEREAS, the Conway Parks and Recreations desires to update the language & fees associated with the rental of the facility therefore repealing Ordinance No. O-10-122.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Conway, Arkansas that:

SECTION 1: Assess the following rental fees for the Conway Expo Center and Fairgrounds:

1. Expo Center

Building Rental	\$ 1,000 per day for profit groups on <u>event day / sale day</u>
	\$ 500 per day for profit groups on set-up / breakdown days
	\$ 500 per day for non-profit groups on <u>event day / sale day</u> (must provide 501-C3 certification)
	\$ 250 per day for non-profit groups on set-up / breakdown days
Table & Chair Rental	
	\$ 6 per table per event
	\$ 2 per chair per event
	<i>(Events must use City tables and chairs if needed).</i>

2. Pavilion

Building Rental	\$ 500 per day on <u>event day / sale day</u>
	\$ 250 per day on set-up / breakdown days
Cage, Pen, Stall, Coup Rental	\$ 5 per item per event

3. Carnival Area Rental

	\$ 250 per day on <u>event day / sale day</u>
	\$ 125 per day on set-up / breakdown days

4. RV Site Rental-

	\$ 25 per day per site (includes power and water hookups)
--	---

5. Security / Cleaning Deposit \$500 - \$1,500 per event required for all facilities
The security deposit amount varies based on the type of use. Security and cleaning deposits are 100% refundable proved the conditions are met per Section 7 (H) of the License Agreement.

6. Facility Use Fee \$ 30 per hour
The Parks Department will provide access to the facilities for event set-up and break-down between the hours of 8:00am – 4:00pm Sunday thru Saturday. A \$30 per hour charge will be accessed for any additional hours used before 8:00am and / or after 4:00pm.

On event / sale days a \$30 per hour charge will be accessed on any hours that the facilities are open in excess of 8 hours

SECTION 2: The City of Conway repeal ordinance O-10-122.

SECTION 3. This ordinance is necessary for the protection of the public peace, health and safety, and emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage and approval.

SECTION 4. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 8th day of March, 2011.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk / Treasurer



Date:

Event:

Dates:

Dear:

Thank you for scheduling the above event at the Conway Expo Center and Fairgrounds. Your contract is enclosed in duplicate. In order to confirm your event, please sign and return both copies to our office by xx/xx/xxxx. We will then sign the contracts and return a copy to you. Failure to comply will result in loss of dates. Before signing contracts, please examine **Exhibit A** to verify contract times, dates and space for accuracy.

Section # 6 of your contract stipulates that you will provide us with a certificate of insurance certifying the following coverage:

Licensee shall procure prior to and maintain during the license term, the following types and limits of insurance from companies acceptable to the City:

Commercial General Liability – Minimum Coverage and Limits

1. Combined single limit for premises, products and completed operations, including contractual--\$1,000,000 limit each occurrence and \$2,000,000 limit aggregate.
2. Combined single limit for personal and advertising injury--\$1,000,000 limit.
3. Damage to Rental Premises--\$300,000 limit.
4. Medical payments--\$10,000 limit.

Contractual liability shall include indemnification of City of Conway. The City of Conway shall be named as an additional insured on these policies and Licensee will provide the City of Conway with evidence of such insurance, at least 30 days prior to occupancy.

The coverage written for the additional insured will be provided on a primary basis and will not contribute with other available insurance.

- A. Automobile Liability – Minimum Coverage and Limits – In the event that Licensee causes vehicles to be driven on to the premises, Licensee agrees that it is responsible for confirming that the drivers of any vehicles driven on the Premises are insured as required by Arkansas law.
- B. Workers Compensation – Minimum Coverage and Limits – If applicable. If Licensee's employees are working on the Premises, Licensee agrees that it is responsible for its

compliance with Arkansas workers compensation law, or any other state workers compensation law that applies.

- C. Umbrella/Excess – Minimum coverage and limits – Applicable if necessary to meet required limits of liability.

All policies shall provide a thirty (30) days notice of cancellation to the City of Conway.

All table and chairs must be rented from the City of Conway for use at your event.

Please let us know if we can be of further assistance. We look forward to working with you.

Sincerely,

IMPORTANT

*

IMPORTANT

IMPORTANT

**THIS CONTRACT MUST BE RETURNED
WITH A SECURITY AND CLEANING DEPOSIT
BY 5:00 P.M.
ON XX/XX/XXXX**

**FAILURE TO COMPLY WILL RESULT
IN LOSS OF DATES**

**LICENSE AGREEMENT FOR
CONWAY EXPO CENTER AND FAIRGROUNDS**

THIS License Agreement made and entered into, by and between the City of Conway Parks and Recreation Department of Conway, Arkansas, (Parks Dept.) and, (the “Licensee”) whose address is:

The Parks Dept., as Agent for the City of Conway, is the operator of the Conway Expo Center and Fairgrounds (collectively, the “Facilities”), and Licensee desires to license the use of the Facilities for the following events:

Location:

Name of Event:

Inclusive Dates:

For and in consideration of the mutual agreements herein contained, the parties hereto covenant and agree as follows:

SECTION 1. GRANT OF LICENSE. Parks Dept. hereby grants to Licensee, and Licensee hereby accepts a license, subject to the terms and conditions hereof, to use the Facilities described above (the “Premises”) for the Event on the date or dates, hours, activities and for the given number of attendees, all as described and set forth in **Exhibit A**.

SECTION 2. FEES. Licensee shall pay to the Parks Dept. in cash, money order, or check payable to the Parks Dept. the following amounts for License rental fees and special services as set forth in **Exhibit A**. Any and all remaining balances from **Exhibit A**, or charges added after the execution of this Agreement shall be due upon final invoice. The Schedule of Special Services and Rates is Attached as **Exhibit B**.

SECTION 3. DEFINITIONS. As used in this Agreement, the following words shall have the following meanings:

“Parks Dept.” means the Conway Parks and Recreation Department and the City of Conway, and their respective agents, officers, commissioners, and employees.

“Event” means the convention, meeting, conference or other non-performance event to be held by Licensee on the Premises.

“Facilities” means the Conway Expo Center and Fairgrounds.

“Licensee” means the Licensee named herein, its invitees, guests, officers, directors, employees and independent contractors.

“Premises” means the portions of the Facilities licensed to Licensee under this Agreement.

“Special Services” means the support services provided by the Parks Dept. at the rates set forth on **Exhibit B**.

SECTION 4. LIMITATIONS ON SCOPE OF LICENSE. Parks Dept. reserves the right to use and permit others access to the Facilities and to use the facilities and equipment thereof and related property, easements, and facilities under control of the Parks Dept. Licensee acquires no exclusive right to use the Facilities and equipment other than the use of the Premises during the License term. Parks Dept. reserves the right to deny access to the Facilities and related property and easements under the control of the Parks Dept. to any person in its discretion. Licensee shall comply with all laws including civil rights laws and other laws prohibiting discrimination.

SECTION 5. FOOD AND BEVERAGES. Licensee shall have the right to hire outside catering service for event. Caterer must meet all health department requirements and comply with any concession product marketing agreements to which the Parks Dept. is subject. Except for non-profits that are otherwise tax-exempt, any on-site sales are subject to applicable state and local taxes.

SECTION 6. INSURANCE.

Coverage Required Licensee shall procure prior to and maintain during the license term, the following types and limits of insurance from companies acceptable to Parks Dept.

Commercial General Liability – Minimum Coverage and Limits

1. Combined single limit for premises, products and completed operations, including contractual--\$1,000,000 limit each occurrence and \$2,000,000 limit aggregate.
2. Combined single limit for personal and advertising injury--\$1,000,000 limit.
3. Damage to Rental Premises--\$300,000 limit.
4. Medical payments--\$10,000 limit.

Contractual liability shall include indemnification of Parks Dept. Parks Dept. shall be named as an additional insured on these policies and Licensee will provide the Parks Dept. with evidence of such insurance, at least 30 days prior to occupancy.

The coverage written for the additional insured will be provided on a primary basis and will not contribute with other available insurance

- A. Automobile Liability—Minimum Coverage and Limits—In the event that Licensee causes vehicles to be driven on to the Premises, Licensee agrees that it is responsible for confirming that the drivers of any vehicles driven on the Premises are insured as required by Arkansas law.
- B. Workers Compensation—Minimum Coverage and Limits—If applicable. If Licensee’s employees are working on the Premises, Licensee agrees that it is responsible for its compliance with Arkansas workers compensation law, or any other state workers compensation law that applies.
- C. Umbrella/Excess—Minimum Coverage and Limits—Applicable if necessary to meet required limits of liability.

All policies shall provide for thirty (30) days notice of cancellation to the Parks Dept.

(A) Indemnity The Licensee covenants and agrees with the Parks Dept. that the Licensee shall defend, indemnify, save and hold harmless the Parks Dept from and against any and all suits, proceedings, claims, causes of action, awards (including any punitive awards), and damages arising out of, resulting from: (I) the performance by the Licensee of the Licensee's obligations hereunder including Licensee's use and occupancy of the Premises, (II) the violation by the Licensee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any matter, material, data or information and (III) any alleged infringement of the United States Letters Patent or patent laws trademark laws or copyright laws, covering any performances or products, used, performed by or communicated by the Licensee for any cause other than the Parks Dept.'s gross negligence or willful misconduct.

(B) Copyright Authorization. Licensee shall obtain such licenses and authorizations as required by applicable law and/or regulation to allow the Licensee to perform any song, portray any name, logo or trademark or otherwise use, display and/or perform any work, design, or information protected by law or registration. Licensee shall supply a true and correct copy of any such licenses and/or authorizations to the Parks Dept. upon written request of the Parks Dept.

(C) Licensee Insurance. Licensee acknowledges that it has adequately insured its employees and any personal property it brings into the Facilities and that it must look solely to that insurance in the event of any injuries or damage which may occur in the Facilities, from whatever source, and not to Parks Dept.

SECTION 7. OPERATIONS UNDER LICENSE.

(A) Parks Dept. Obligations: Parks Dept. Shall permit Licensee to peacefully and quietly have and enjoy the use of the Premises for the purpose and for the term of the License. Parks Dept. shall furnish at its expense reasonable heat, air conditioning, water and lighting for ordinary use (from fixtures installed for routine use) during event hours. Parks Dept. shall furnish routine housekeeping services as deemed necessary by the Parks Dept. staff to keep the premises clean and orderly during the License term. Parks Dept. will furnish such other services and equipment for fees as specified in Exhibit B – Schedule of Services and Rates.

(B) Licensee's Obligations. Licensee shall use the Premises and conduct its operations in a safe and careful manner and shall at all times fully comply with and observe the terms and provisions of this agreement and any and all rules and regulations published by the Parks Dept. pertaining to the Facilities. Licensee shall permit free access by Parks Dept. to the Premises and not interfere with Parks Dept. in the exercise of Parks Dept. powers to ensure the safe and orderly operation of the Facilities. Licensee shall obtain the prior approval of Parks Dept. on all advertising regarding the use of the Premises and insure that said advertising is accurate and true. Licensee shall begin any engagements, events and/or performances at the specified time and terminate such engagements, events and/or performances by the published Facilities closing hours.

(C) No Damage. Without prior written and expressed permission of Parks Dept. Licensee shall not cause or permit anything to be done wherein the Facilities, its improvements or equipment shall in any way be injured, marred, defaced or altered (including but not limited to nailing, screwing or otherwise fastening items to the Facilities floor, walls, or trusses. Licensee shall not place or cause to be placed any load weighing in excess of rated pounds per square foot limit established by the Parks Dept.

(D) ADA Compliance. To the best knowledge of the Parks Dept. the Facilities comply with all structural requirements of the Americans with Disabilities Act (“ADA”). The Licensee shall have the responsibility of complying with all other aspects of the ADA or other laws. The Licensee acknowledges its obligation to comply with all laws, including ADA.

(E) Seating Capacity. Licensee agrees that it will not print, sell or dispose of, or permit to be printed, sold or disposed of, tickets in excess of the seating capacity or admit a larger number of persons that, in the sole judgment of the Parks Dept., can safely and freely move about in the licensed space.

(F) Parks Dept. Rights. Parks Dept. shall at all times have full access to the Premises. Parks Dept. shall have the power to issue such rules and regulations as it may deem necessary and/or desirable for the safe and orderly operation of the Facilities. Parks Dept. shall have the power to remove any person from the Facilities when necessary to ensure the safe and orderly operation of the Facilities.

(G) Security. Parks Dept. reserves the right to require parks and / or public safety personnel at any rental of a parks facility. The following general guidelines for parks services may vary at the sole discretion of Parks Dept. Rentals will be evaluated on an individual basis. A review is required prior to approval of the license agreement if an event could, as reasonably foreseeable, create excessive traffic hazards or tie-ups, or require traffic or parking controls, or have the potential of creating a public safety hazard or be of such a size as to require further review. Parks Dept. personnel will meet with the Licensee to discuss details and any specific concerns. Licensee is responsible for providing adequate security for the event. Contact the Conway Police Department at (501) 450-6120 for information. The Conway Fire Department may require the permittee to develop a plan for provision of safety services, both for the participants of the event and for the persons directly or indirectly affected by the event. This plan must be reviewed and approved by the Conway Fire Department before a license for use of the Facility is approved. Contact the Conway Fire Department at (501) 450-6147 for information.

(H) Security and Cleaning Deposit. In addition to the rental fees, all Licensees are charged a security and cleaning deposit. The security deposit amount varies based on the type of use. Security and cleaning deposits are 100% refundable provided the following conditions are met:

- The Facility (including outside) is left in a clean and orderly condition
- Use of the area does not exceed the scheduled time
- Additional staff time is not required as part of the rental
- All equipment is accounted for and undamaged, including keys
- Damage to the area or its contents has not occurred
- All rules and procedures governing alcohol consumption are met
- All rules and procedures governing smoking are met
- All rules and procedures governing City of Conway Facility use are met

If the above conditions are not met to the satisfaction of Parks Dept. staff, an appropriate fee will be deducted from the security deposit. Please plan ahead when scheduling your event as over-time charges for staff and facility use will be billed at twice the regular hourly rate. If the cost of cleaning and/or repair of the facility exceed the amount of the security deposit, the Licensee will be billed for those additional costs. Repairs needed will be billed at the full replacement cost incurred, including labor charges. Security deposits paid by credit card will be refunded back to the card within 10 business days. Security deposits paid by cash, money order, or check will be refunded by check within 30 days.

SECTION 8. NON-USE OF PREMISES. In the event Licensee fails to use the Premises or vacates the Premises during the license term, Parks dept may at its own option re-license the Premises. Licensee shall pay the Parks Dept. the balance, if any, of the license fees provided herein remaining after

deducting the net license fee resulting from any re-licensing. Nothing herein shall be construed as imposing any obligation of the Parks Dept. to re-license or attempt to re-license the Premises.

SECTION 9. FAILURE TO YIELD POSSESSION. The Licensee covenants that at the end of the license term, Licensee will yield immediate possession to the Parks Dept. and that on Licensee's failure to do so; Licensee shall be liable to and shall pay to Parks Dept. as damages the value of license fees lost by the Parks Dept. by reason of Licensee's presence on the Premises. In the event that the Facilities or the Premises are not vacated by Licensee at the end of the license term, the Parks Dept. is authorized, at the Licensee's expense, to remove and to store all the Licensee's goods, wares, merchandise and property of any kind place therein, and Parks Dept. shall not be liable for any damages or loss to such property resulting from such removal and storage and Parks Dept. is hereby expressly released from any property damages resulting from such removal and storage and the Parks Dept. is further authorized and empowered by the Licensee to sell any such property in accordance with the law.

SECTION 10. FORCE MAJEURE. If the Facilities or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the Premises during the license term, or if use of the Facilities by the Licensee shall be prevented by electrical or mechanical malfunction, act of God, strike, lockout, national emergency, civil riot, flood or any other cause beyond the control of the Parks Dept. then this License Agreement shall terminate and Licensee hereby waives any claim against the Parks Dept. for damages by reason of such termination, except that any unearned portion of the License fees due shall abate or, if previously paid, shall be returned by the Parks Dept. to the Licensee.

SECTION 11. ASSIGNMENT. The License granted hereby may not be assigned without the prior approval of the Parks Dept.

SECTION 12. BREACH AND REMEDIES.

(A) **License Breach.** Upon the occurrence of any of the following events or any other event designated herein as a breach, Parks Dept. shall have the power to invoke any of the remedies set forth in Section 13 (b): (1) default made or threatened by Licensee in the performance of any of its obligations hereunder; (2) waste or damage to the Facilities or equipment caused, permitted or threatened by Licensee.

(B) **Parks Dept. Remedies.** Parks Dept. may upon occurrence of any events set forth in 13(a) above undertake any of the following remedies: (1) require of Licensee additional security for the performance of any of its obligations under this agreement; (2) upon written notice to Licensee, declare this Agreement immediately terminated and revoke the license granted hereunder; (3) upon written notice, enter and take exclusive possession of and remove all persons and property from the Facilities without the necessity of resorting to legal proceedings; (4) withhold all sums held by the Parks Dept. for Licensee and, without the necessity of resorting to any legal proceeding, apply such sums to any claim Parks Dept. may have against Licensee; and (5) bring action against Licensee to recover any fees due hereunder and any damages sustained by Parks Dept.

SECTION 13. MISCELLANEOUS. The Parks Dept. and Licensee further covenant and agree as follows:

(A) **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto with respect to the transactions contemplated hereby, and shall not be amended or modified except by written instrument signed by all of the parties.

- (B) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the representatives, heirs, estates, successors and assigns to the parties hereto.
- (C) **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than the parties hereto, their successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.
- (D) **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- (E) **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Arkansas.
- (F) **Attorney's Fees.** In the event the City shall employ legal counsel to protect its rights under this Agreement or to enforce any term or provision of this Agreement, then in the event the City shall prevail in any such legal action, the City shall have the right to recover from the other party all of its reasonable attorneys' fees, cost and expenses incurred in relation to such claim.
- (G) **Time is of the Essence.** The obligations and undertakings of the parties hereto shall be performed within the time specified therefore; time being of the essence of this Agreement, and the failure to perform within such time shall constitute a breach of and default under this Agreement on the part of the party who fails to perform.
- (H) **Severability.** If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.
- (I) **No Waiver.** No waiver by Parks Dept. of any default shall operate as a waiver of any other default.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Licensee: _____
 Signature Date

 Printed Name Title

Parks Dept.: _____
 Signature Date

Printed Name

Title



EXPO CENTER AND FAIRGROUNDS RENTAL APPLICATION
Exhibit A

NAME & TITLE (Main Contact/Licensee):

BUSINESS NAME:

ADDRESS:

CITY /STATE/ZIP:

PHONE 1: PHONE 2: FAX #:

E-MAIL: WEBSITE:

ALTERNATE CONTACT: PHONE 1:

ARE YOU PROFIT OR NON-PROFIT

NON-PROFIT MUST PROVIDE IRS NON-PROFIT 501-C3 CERTIFICATE. THIS WILL NEED TO BE SENT ALONG WITH APPLICATION TO CONFIRM DATE

EVENT NAME:

EVENT DESCRIPTION:

FACILITIES / AREA YOU ARE RESERVING: EXPO CENTER PAVILION FAIRGROUNDS RV SITE

IS THIS EVENT PUBLIC OR PRIVATE:

MEDIA RELEASE OK? CAN WE RELEASE YOUR EVENT INFORMATION TO PEOPLE CALLING IN REFERENCE TO DATES / TIMES / VENDOR-BOOTH SPACE AVAILABILITY? PLEASE PROVIDE FORM OF CONTACT INFO THAT YOU WOULD LIKE US TO PROVIDE TO PEOPLE WISHING TO CONTACT YOU...i.e. phone number, email address...

EVENT TYPE (Circle all that apply): CONSUMER PUBLIC TRADE SHOW MEAL FUNCTION LIVESTOCK OTHER

IS THE EVENT TICKETED OR NON-TICKETED? TICKET PRICES:

ESTIMATED DAILY ATTENDANCE:

PROJECTED NUMBER OF TABLES NEEDED: PROJECTED NUMBER OF CHAIRS NEEDED:

LIVE STOCK SHOWS-PROJECTED NUMBER OF CAGES: PENS: STALLS: COUPS:

OTHER NEEDS / REQUESTS / COMMENTS:

SET-UP DATE(S) / EVENT DATE(S) / BREAK-DOWN DATE(S): To better serve you we need the **EXACT** times that you will be in our facility. Your event dates and times will be posted on the Conway Smart website, www.conwayarkansas.org, under the Convention Visitors Bureau and on the Conway Parks and Recreation website, www.conwayparks.com. This is something that we provide for you at no charge.

PLEASE LIST BELOW THE DAYS AND HOURS THAT YOU WANT ADVERTISED TO THE PUBLIC FOR YOUR EVENT:

Sun _____ Time _____ Mon _____ Time _____ Tue _____ Time _____
Wed _____ Time _____ Thu _____ Time _____ Fri _____ Time _____
Sat _____ Time _____

Our set-up and break-down times are 8:00am – 4:00pm, Sunday – Saturday.

Please list below the dates and times you will need access to the facilities for your **set-up dates:**

Sun _____ Time _____ Mon _____ Time _____ Tue _____ Time _____
Wed _____ Time _____ Thu _____ Time _____ Fri _____ Time _____
Sat _____ Time _____

Please list below your **event dates and EXACT times** you will need access to the facilities:

Sun _____ Time _____ Mon _____ Time _____ Tue _____ Time _____
Wed _____ Time _____ Thu _____ Time _____ Fri _____ Time _____
Sat _____ Time _____

Please list below the dates and times you will need access to the facilities for your **break-down dates:**

Sun _____ Time _____ Mon _____ Time _____ Tue _____ Time _____
Wed _____ Time _____ Thu _____ Time _____ Fri _____ Time _____
Sat _____ Time _____

SIGNATURE: _____

TITLE: _____ DATE: _____



EXPO CENTER AND FAIRGROUNDS RATES
Exhibit B

1. **EXPO CENTER**
 - Building Rental \$ 1,000 per day for profit groups on event day / sale day
 \$ 500 per day for non-profit groups on event day / sale day
 (Licensee must provide IRS non-profit 501-C3 certification)
 - Move-In / Move-Out Rental Charged at one-half of the event / sale day rate
 - Table & Chair Rental \$ 6 per table per event
 \$ 2 per chair per event
 (Events must use city tables and chairs if needed)
2. **PAVILION**
 - Building Rental \$ 500 per day on event day / sale day
 - Move-In / Move-Out Rental Charged at one-half of the event / sale day rate
 - Cage, Pen, Stall, Coup Rental \$ 5 per item per event
3. **FAIRGROUNDS AREA**
 - Site Rental \$ 250 per day on event day / sale day
 - Move-In / Move-Out Rental Charged at one-half of the event / sale day rate
4. **RV SITE RENTAL** \$ 25 per day per site (includes power and water hookups)
5. **SECURITY/CLEANING DEPOSIT** \$500 - \$1,500 per event required for all facilities
The security deposit amount varies based on the type of use. Security and cleaning deposits are 100% refundable proved the conditions are met per Section 7 (H) of the License Agreement.
6. **FACILITY USE FEE** \$ 30 per hour
The Parks Department will provide access to the facilities for event set-up and break-down between the hours of 8:00am – 4:00pm Sunday thru Saturday. A \$30 per hour charge will be accessed for any additional hours used before 8:00am and/or after 4:00pm.
On event days / sale days a \$30 per hour charge will be accessed on any hours that the facilities are open in excess of 8 hours



CITY OF CONWAY
SANITATION DEPARTMENT

*P.O. Box 915
 4550 Hwy. 64 West
 Conway, AR 72033
 (501) 450-6155
 Fax: (501) 450-6157*

Cheryl Harrington
Director

February 22, 2011

Mayor Tab Townsell
 City Hall
 1201 Oak Street
 Conway, AR 72032

Re: 2012 LEU 613 Automated Side Loading Refuse Truck

Dear Mayor Townsell,

Bids were submitted at 10.00 am, Tuesday February 22, 2011 at Conway City Hall for 2012 Automated Side Loading Refuse Truck. Four bids were submitted:

Shiple Motor	\$228,560.86
Tri State Truck Center	\$230,470.00
Truck Component Services	\$233,390.00
River City Hydraulics, Inc.	\$237,160.00

I recommend accepting the bid from Shiple Motor for \$228,560.86. This truck meets all specifications. Prices include tax and delivery costs.

Please advise if you have questions or need additional information.

Sincerely,

Cheryl Harrington

Cheryl Harrington
 Sanitation Director

BID SUMMARY
2011-12 Automated Side Loading Refuse Truck

Bid #1 submitted by Shipley Motor
2012 LEU 613 Automated Side Loading Refuse Truck
\$228,560.86
Delivery time 120 Days

Bid #2 submitted by Tri State Truck Center
2011 Mack LEU 613 Automated Side Loading Refuse Truck
\$230,470.00
Delivery time 70 Days

Bid #3 submitted by Truck Component Services
2012 Peterbilt 320 with E-Z Pack ASL27 Automated Side Loading Refuse Truck
\$233,390.00
Delivery time 120 Days

Bid #4 submitted by River City Hydraulics, Inc.
2011 Mack LEU 613 Automated Side Loading Refuse Truck
\$237,160.00
Delivery time 30 to 45 Days

I recommend accepting the bid from Shipley Motor with a bid of \$228,560.86. This truck meets all specifications. Prices include tax and delivery costs.



122 Magnet Drive
Sherwood, AR 72120
Ph: 501-835-5230
Fax: 501-834-1233

Equipment
SALES • SERVICE • REPAIR
ROGER WILLIAMS
Sales Manager

2350 Wooddale Blvd.
Baton Rouge, LA
Ph: 225-932-0025
Fax: 225-932-0027

Conway – Mayor’s Office
Automated Side Loading Refuse Truck
Date: Tuesday, February 22nd, 2011
Awards Conference Room @ 10:00am

Delivery
30 to 45 DAYS
AR @

Total Cost of 2011 Automated Side Loading Refuse Truck

\$ 237,160.00

Description of Truck

2011 MACK LEU 613
NEW HEIL CP Python

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

River City Hydraulics, Inc
Company Name

Roger Williams
Company Representative Name

Roger Williams
Representative’s Signature

122 Magnet Dr
Address

rchrger@sbcglobal.net
Email Address

SHERWOOD
City

AR
State

72120
Zip

501.835.5230
Telephone Number

501-834.1233
Fax Number

2-21-11
Date

Please feel free to submit additional information on this bid on a separate piece of paper; however this sheet should be included & signed with any bid submitted.

City of Conway – Mayor's Office
2011-12 – 2011 Automated Side Loading Refuse Truck
Bid Opening Date: Tuesday, February 22nd, 2011
City Hall - Downstairs Conference Room @ 10:00am

Total Cost of 2011 Commercial Front Load Refuse Truck

\$ 228,560.86

Description of Truck

2012 LEU 613

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

Shiple Motor

Company Name

Dustin Bell

Company Representative Name

Dustin Bell

Representative's Signature

620 Mountain Base Rd.

Address

Email Address

Pottsville

City

AR

State

72858

Zip

479-264-8659 / 479-498-8260

Telephone Number

479-498-8265

Fax Number

2-22-11

Date

Please feel free to submit additional information on this bid on a separate piece of paper; however this sheet should be included & signed with any bid submitted.



CITY OF CONWAY
SANITATION DEPARTMENT

*P.O. Box 915
 4550 Hwy. 64 West
 Conway, AR 72033
 (501) 450-6155
 Fax: (501) 450-6157*

Cheryl Harrington
Director

February 23, 2011

Mayor Tab Townsell
 1201 Oak Street
 Conway, AR 72032

Re: Sanitation Department-Customer Service Building

Dear Mayor Townsell,

Bids were submitted at 10.00 am, Tuesday, February 22, 2011 at City of Conway City Hall for the Construction of Sanitation Dept.-Customer Service Building. Five bids were submitted:

Salter Construction	\$71,468.00
Dayco Construction	\$77,000.00
Kordsmeier Remodeling	\$89,688.88
NBMC, Inc.	\$93,700.00
Tru-Star Properties	\$112,000.00

I recommend accepting Bid #1 from Salter Construction, Inc for \$71,468.00. This was the lowest bid and met all bid specs.

Please advise if you have questions or need additional information.

Sincerely,

Cheryl Harrington

Cheryl Harrington
 Sanitation Director

BID SUMMARY
Bid #2011-11
Conway Sanitation & Recycling Dept.-Customer Service Bldg

Bid #1 submitted by Salter Construction, Inc.
Base Bid plus Alternate Bid #2
\$71,648.00

Bid #2 Dayco Construction, Inc.
Base Bid
\$77,000.00

Bid #3 Kordsmeier Remodeling Service Inc.
Base Bid
\$89,688.88

Bid #4 NBMC, Inc.
Base Bid
\$93,700.00

Bid #5 Tru-Star Properties, Inc.
Base Bid
\$112,000.00

I recommend the bid from Salter Construction, Inc. for \$71,468.00. It was the lowest bid and met all bid specs.

Conway Sanitation and Recycling Dept. - Break Room Bldg
BID FORM - Continued

SECTION 00300 - BID FORM

Project: Break Room Building
Conway Sanitation and Recycling Center
4550 Hwy 64 W
Conway, AR 72034

Owner: City of Conway Sanitation and Recycling Department
4550 Hwy 64 W
Conway, AR 72034

Bid from: <u>Salter Construction Inc.</u>	Contracting Firm
<u>0045270411</u>	License number
<u>PO Box 11778</u>	Address
<u>Conway AR 72034</u>	City, State, Zip Code
<u>(501) 327-2807</u>	Telephone number

BASE BID:

Having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and cost of the Work at the job site, and having fully inspected the site, we hereby propose and agree to perform the Work in strict accordance with the Contract Documents (and addenda #'s 1&2) for the Base Bid:

Break Room Building:

Sixty nine thousand nine hundred sixty eight Dollars \$69,968
BASE BID - Written in Words

ALTERNATE BIDS:

Alternate Bid No. 1 (deduction): State the amount to be deducted from the Base Bid to delete the Performance and Payment Bond.

One thousand Dollars (-\$ 1,000)
Written in Words

Conway Sanitation and Recycling Dept. - Break Room Bldg
BID FORM - Continued

Alternate Bid No. 2 State the amount to be **ADDED** or **SUBTRACTED** from the Base Bid to delete the 1000 gal sewage holding tank and float control/alarms and replace with the grinder pump station, wet well and 2" force main as shown on 4/C-1.3 "Alternate Bid Grinder Pump Option" and drawing P-1.2.

Fifteen hundred Dollars **ADD** \$ 1,500
Written in Words

_____ Dollars **SUBTRACT** (\$ _____)
Written in Words

By signing below, we certify that we have a minimum of five years experience in the construction of similar buildings with a history of satisfactorily completing the work.

We understand the Owner reserves the right to reject this bid, but that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date above.

We estimate the time of construction to be 60 days

Authorized signature: 

Position: Project Manager

Date: February 22, 2011

END OF SECTION 00300

SECTION 00300 – BID FORM

Project: Break Room Building
Conway Sanitation and Recycling Center
4550 Hwy 64 W
Conway, AR 72034

Owner: City of Conway Sanitation and Recycling Department
4550 Hwy 64 W
Conway, AR 72034

Bid from: Dayco Construction, Inc. Contracting Firm
0087640411 License number
30 North Road Address
Damascus, AR 72039 City, State, Zip Code
501-335-7524 Telephone number

BASE BID:

Having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and cost of the Work at the job site, and having fully inspected the site, we hereby propose and agree to perform the Work in strict accordance with the Contract Documents (and addenda #'s I - 2) for the **Base Bid:**

Break Room Building:

Seventy Seven thousand Dollars \$ 77,000
BASE BID - Written in Words

ALTERNATE BIDS:

Alternate Bid No. 1 (deduction): State the amount to be deducted from the Base Bid to delete the Performance and Payment Bond.

One thousand one hundred thirty Dollars (-\$ 1,130)
Written in Words

Alternate Bid No. 2 State the amount to be ADDED or SUBTRACTED from the Base Bid to delete the 1000 gal sewage holding tank and float control/alarms and replace with the grinder pump station, wet well and 2" force main as shown on 4/C-1.3 "Alternate Bid Grinder Pump Option" and drawing P-1.2.

Eight thousand eight hundred Dollars ADD \$ 8,800
Written in Words

— Dollars SUBTRACT (\$ —)
Written in Words

By signing below, we certify that we have a minimum of five years experience in the construction of similar buildings with a history of satisfactorily completing the work.

We understand the Owner reserves the right to reject this bid, but that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date above.

We estimate the time of construction to be 120 days

Authorized signature: Richard Day
Position: PRESIDENT
Date: February 22, 2011



END OF SECTION 00300

SECTION 00300 – BID FORM

Project: Break Room Building
Conway Sanitation and Recycling Center
4550 Hwy 64 W
Conway, AR 72034

Owner: City of Conway Sanitation and Recycling Department
4550 Hwy 64 W
Conway, AR 72034

Bid from: <u>Kordsmeier Remodeling</u>	Contracting Firm
<u>0024800411</u>	License number
<u>806 Garland St</u>	Address
<u>Conway AR 72034</u>	City, State, Zip Code
<u>501-329-3865</u>	Telephone number

BASE BID:

Having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and cost of the Work at the job site, and having fully inspected the site, we hereby propose and agree to perform the Work in strict accordance with the Contract Documents (and addenda #'s _____) for the **Base Bid**:

Break Room Building:
eighty-nine thousand six hundred and eighty-eight dollars ⁸⁸/₁₀₀
Dollars \$ 89,688.88
BASE BID - Written in Words

ALTERNATE BIDS:

Alternate Bid No. 1 (deduction): State the amount to be deducted from the Base Bid to delete the Performance and Payment Bond.

four thousand two hundred seventy dollars ⁹⁰/₁₀₀ Dollars (-\$ 4,270.90)
Written in Words

Conway Sanitation and Recycling Dept. - Break Room Bldg
BID FORM - Continued

Alternate Bid No. 2 State the amount to be ADDED or SUBTRACTED from the Base Bid to delete the 1000 gal sewage holding tank and float control/alarms and replace with the grinder pump station, wet well and 2" force main as shown on 4/C-1.3 "Alternate Bid Grinder Pump Option" and drawing P-1.2.

ten thousand three hundred forty nine dollars ⁹⁰/₁₀₀ ADD \$ 10,349.90
Written in Words

one thousand nine hundred twenty dollars ⁰⁰/₁₀₀ SUBTRACT (\$ 1,920.00)
Written in Words

By signing below, we certify that we have a minimum of five years experience in the construction of similar buildings with a history of satisfactorily completing the work.

We understand the Owner reserves the right to reject this bid, but that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date above.

We estimate the time of construction to be 90 days

Authorized signature: [Signature]

Position: Estimator

Date: 2-22-11

END OF SECTION 00300

SECTION 00300 - BID FORM

Project: Break Room Building
Conway Sanitation and Recycling Center
4550 Hwy 64 W
Conway, AR 72034

Owner: City of Conway Sanitation and Recycling Department
4550 Hwy 64 W
Conway, AR 72034

Bid from:	<u>NBMC, Inc.</u>	Contracting Firm
	<u>0086400411</u>	License number
	<u>P.O. Box 300; 610 Hwy 65 N</u>	Address
	<u>Greenbrier, AR 72058</u>	City, State, Zip Code
	<u>(501) 679-6000</u>	Telephone number

BASE BID:

Having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and cost of the Work at the job site, and having fully inspected the site, we hereby propose and agree to perform the Work in strict accordance with the Contract Documents (and addenda #'s 1, 2) for the **Base Bid:**

Break Room Building:

Ninety three thousand seven hundred Dollars \$ 93,700⁰⁰
BASE BID - Written in Words

ALTERNATE BIDS:

Alternate Bid No. 1 (deduction): State the amount to be deducted from the Base Bid to delete the Performance and Payment Bond.

- One thousand five hundred Dollars (-\$ 1,500⁰⁰)
Written in Words

Conway Sanitation and Recycling Dept. – Break Room Bldg
BID FORM – Continued

Alternate Bid No. 2 State the amount to be ADDED or SUBTRACTED from the Base Bid to delete the 1000 gal sewage holding tank and float control/alarms and replace with the grinder pump station, wet well and 2" force main as shown on 4/C-1.3 "Alternate Bid Grinder Pump Option" and drawing P-1.2.

Eleven Thousand Four Hundred Dollars ADD \$ 11,400⁰⁰
Written in Words

N/A Dollars SUBTRACT (\$ N/A)
Written in Words

By signing below, we certify that we have a minimum of five years experience in the construction of similar buildings with a history of satisfactorily completing the work.

We understand the Owner reserves the right to reject this bid, but that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date above.

We estimate the time of construction to be 90 Days

Authorized signature: 

Position: President

Date: 2.22.2011

END OF SECTION 00300

SECTION 00300 - BID FORM

Project: Break Room Building
Conway Sanitation and Recycling Center
4550 Hwy 64 W
Conway, AR 72034

Owner: City of Conway Sanitation and Recycling Department
4550 Hwy 64 W
Conway, AR 72034

Bid from: TRU-STAR PROPERTIES, INC. Contracting Firm
0081360411 License number
mailing PO Box 2137 shipping 4190 Hwy 64 W Address
Conway, AR 72034 Menifee, AR City, State, Zip Code
501-977-1100 Telephone number

BASE BID:

Having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and cost of the Work at the job site, and having fully inspected the site, we hereby propose and agree to perform the Work in strict accordance with the Contract Documents (and addenda #'s 1 & 2) for the Base Bid:

Break Room Building:

One hundred twelve thousand ^{no}/₁₀₀ Dollars \$ 112,000
BASE BID - written in Words

ALTERNATE BIDS:

Alternate Bid No. 1 (deduction): State the amount to be deducted from the Base Bid to delete the Performance and Payment Bond.

Three thousand Dollars (-\$ 3000)
Written in Words

Conway Sanitation and Recycling Dept. – Break Room Bldg
BID FORM – Continued

Alternate Bid No. 2 State the amount to be ADDED or SUBTRACTED from the Base Bid to delete the 1000 gal sewage holding tank and float control/alarms and replace with the grinder pump station, wet well and 2" force main as shown on 4/C-1.3 "Alternate Bid Grinder Pump Option" and drawing P-1.2.

Eight thousand seven hundred & forty Dollars ADD \$ 8740
Written in Words
_____ Dollars SUBTRACT (\$ _____)
Written in Words

By signing below, we certify that we have a minimum of five years experience in the construction of similar buildings with a history of satisfactorily completing the work.

We understand the Owner reserves the right to reject this bid, but that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date above.

We estimate the time of construction to be 120 Days

Authorized signature: Scott Stig
Position: Secretary
Date: 2-22-11

END OF SECTION 00300



City of Conway, Arkansas
Ordinance No. O-11-_____

AN ORDINANCE CLARIFYING PROCEDURES BY WHICH FEES, SURCHARGES AND REVENUES ARE ASSESSED FOR RESIDENTIAL AND COMMERCIAL TRASH PICK-UP; ESTABLISHING THAT ALL FEES, SURCHARGES AND SANITATION REVENUES SHALL BE COLLECTED IN THE AGGREGATE AS ONE REVENUE STREAM; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the current procedures and methodology for the collection of sanitation service fees have become burdensome and confusing in that several different sanitation fee ordinances set out different requirements for the recording and allocation of sanitation revenues; and

WHEREAS, this ordinance is intended to repeal the assessment and collection methodology contained in prior ordinances relating to sanitation fee collection.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS, THAT:

SECTION 1: That the residential sanitation collection fees for residents of the City of Conway (as defined in prior ordinances for homes, apartments, residences, mobile homes and dwelling units) which includes all fees and surcharges currently set out in prior ordinances, including Ordinance No. A-454, as amended; No. O-97-10 as amended; No. O-00-165 as amended and No. O-03-18 as amended, shall be collected in the aggregate as one revenue stream.

SECTION 2: That the current commercial sanitation collection fees for each separate retail or wholesale business or commercial establishment, as defined in prior ordinances, including all fees and surcharges currently set out in prior ordinances, including Ordinance No. A-454, as amended; No. O-97-10 as amended; No. O-00-165 as amended and No. O-03-18 as amended shall be collected in the aggregate as one revenue stream.

SECTION 3: That the City shall make all necessary budget and accounting entries in order to remit any necessary payments to the Arkansas Department of Environmental Quality or other state entity for state waste disposal pursuant to state law or Ordinance No. O-00-165. Any funds in excess of that which is necessary to make required payments to the State of Arkansas for state waste disposal shall not be restricted and may be payable to the general fund.

SECTION 4: That the City shall make all necessary budget and accounting entries in order to remit any necessary payments to the Landfill Closure Trust Account pursuant to state law or Ordinance No. O-03-18. Any funds in excess of that which is necessary to make required payments to the State of Arkansas to the Landfill Closure Trust Account shall not be restricted and may be payable to the general fund.

SECTION 5: That the City shall make all necessary budget and accounting entries in order to give effect to Ordinance No. O-00-165 with respect to funding capital improvements. Any funds in excess of that which is necessary to fund capital improvements shall not be restricted and may be payable to the general fund.

SECTION 6: All ordinances in conflict herewith are repealed to the extent of the conflict.

SECTION 7. This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 8th day of March, 2011.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-11-_____

AN ORDINANCE APPROPRIATING & ACCEPTING RESTITUTION FUNDS FROM VARIOUS ENTITIES FOR THE CITY OF CONWAY POLICE DEPARTMENT

WHEREAS, the Conway Police Department has received restitution funds totaling \$25,019.94 from various sources for overtime duties performed by Officers the month of December, 2010 and;

WHEREAS, the City of Conway has received two reimbursement checks from the Department of Finance totaling \$936.74 for reimbursement of funds spent by the Conway Police Department towards the EUDL (Enforcement Underage Drinking) grant and;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS THAT:

SECTION 1. The City of Conway shall accept restitution funds in the amount of \$25,019.94 from revenue account (01.944) and shall appropriate to the following 2010 Conway Police Department's salary accounts:

113.111	Salaries	\$15,161.00
113.121	Overtime	\$ 4,973.00
113.162	FICA	\$ 279.00
113.163	Unemployment	\$ 4,607.00

SECTION 2. The City of Conway shall accept the total amount of restitution in the amount of \$936.74 and appropriate from the General Fund Restitution Revenue Account (01.121.4184) to the following Police Department's expenditure accounts:

001.121.5114	Overtime	\$856.74
001.121.5799	Misc. Expenses (buy money)	\$ 80.00

SECTION 3. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 8th day of March, 2011.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-11- _____

**AN ORDINANCE APPROPRIATING ASSET FORFEITURE FUNDS TO THE POLICE DEPARTMENT;
 AND FOR OTHER PURPOSES**

WHEREAS, the Conway Police Department needs approximately \$23,663 to purchase numerous items such as: equipment for the SWAT TEAM and Negotiator Team, subscription addition to Crime Reports.com, commercial utility vacuum for sally port, M16 patrol rifles, and funds for meth lab clean up services and;

WHEREAS, money in the Conway Police Department Asset Forfeiture account is allowed, by law, to be used for such purposes as these;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS THAT:

Section 1. The City of Conway shall appropriate the following funds from the Asset Forfeiture Fund Balance Appropriation account 250-121-4900 into the following Asset Forfeiture Law Enforcement expenditure accounts:

250.121.5299 Professional Services	\$10,000
250.121.5515 Telephone	\$ 1,516
250.121.5610 Office Supplies	\$ 265
250.121.5670 Uniforms	\$ 427
250.121.5680 Small Equip/Tools	\$ 4,200
250.121.5730 Dues & Subscriptions	\$ 3,250
250.121.5910 Capital Equipment	\$ 4,005

Section 2. All ordinances in conflict herewith are repealed to that extent of the conflict.

PASSED this 8th day of March, 2011.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

M E M O R A N D U M

TO: The Honorable Tab Townsell
and Members of City Council

FROM: A. J. Gary
Chief of Police

DATE: February 7, 2011

REFERENCE: Disposal of property

The Police Department has several vehicles that are no longer serviceable. I would like to request approval to remove these items from our inventory listing and to dispose of them. The means of disposition will be (a) given to the Conway Fire Department for training (fourteen vehicles), or sold through auction in "as is" condition on www.publicsurplus.com (8 vehicles). If any vehicle fails to sell at auction, it will also be given to the Fire Department for training .

A spread sheet detailing the vehicles is attached.

Make	Year	Unit Number	Inventory Number	VIN	Approximate Mileage	Condition	Est. Value	Repair Cost
Vehicles to be used for Training by the Fire Department								
Ford CVPI	1996	140	113-140	56334	169,899	Needs Computer & Converters, Motor problems	\$850.00	\$1,600.00
Ford CVPI	1997	457	113-457	39495	147,250	Bad Motor, Suspension needs rebuilt	\$1,100.00	\$3,500.00
Ford CVPI	1995	518	113-518	74549	103,176	Bad Rear Differential, Axles, Suspension needs rebuilt	\$1,100.00	\$1,800.00
Ford CVPI	1995	538	113-538	74552	127,793	Needs Converters, Exhaust repair, Suspension needs rebuilt	\$925.00	\$2,000.00
Chevy Impala	2001	563	113-563	11041	99,228	Suspension needs rebuilt, Transmission problems	\$2,000.00	\$3,000.00
Chevy Impala	2001	567	113-567	12754	100,464	Intake Manifold exploded, needs extensive Engine repair	\$2,300.00	\$2,000.00
Chevy Impala	2002	580	113-580	96561	105,263	Motor is blown	\$2,300.00	\$3,500.00
Chevy Impala	2002	581	113-581	97824	93,614	Motor Locked-up	\$2,300.00	\$2,000.00
Chevy Impala	2002	583	113-583	92781	95,240	Bad Transmission, Suspension needs rebuilt	\$2,300.00	\$3,000.00
Chevy Lumina	1998	1567	113-1442	63682	113,900	Suspension needs rebuilt, Needs front axles and hubs	\$780.00	\$1,000.00
Chevy Lumina	1998	395	113-395	63395	101,450	Bad Transmission	\$780.00	\$1,900.00
GMC Jimmy	1997	1053	113-1053	54374	143,000	No-Motor	\$975.00	\$3,500.00
Ford CVPI	1997	393	113-393	133531	111,450	Wrecked Rear end	\$1,100.00	\$2,500.00
GMC Step Van	1991		126-14	500324	unknown	Motor and transmission	250	unknown
Vehicles to be sold at Internet Auction by PublicSurplus.com								
Chevy Cargo Van	1973	97	113-97	04331	Unknown	Starts with a jump and will drive	\$500	Unk.
Ford CVPI	1995	532	113-532	74555	169,332	Needs Axles & Suspension needs rebuilt	\$800.00	\$1,800.00
Chevy Impala	2001	565	113-565	09587	102,568	Intake Manifold exploded, needs extensive Engine repair	\$2,000.00	\$2,000.00
Chevy Impala	2001	566	113-566	12777	99,228	Needs new Computer, Suspension needs rebuilt	\$2,000.00	\$2,900.00
Chevy Impala	2002	582	113-582	93428	75,888	Intake Manifold exploded, needs extensive Engine repair	\$2,300.00	\$2,000.00
Chevy Impala	2002	584	113-584	94335	82,002	Motor Locked-up	\$2,300.00	\$3,500.00
Ford CVPI	1997	431	113-431	39493	106,300	Bad Rear Differential, Axles, Suspension needs rebuilt	\$1,100.00	\$1,800.00
Ford CVPI	1997	464	113-464	39494	126,068	Bad Rear Differential, Axles, Suspension needs rebuilt	\$1,100.00	\$1,800.00

ORDINANCE NO. _____

AN ORDINANCE CALLING AND SETTING A DATE FOR A SPECIAL ELECTION ON THE QUESTIONS OF (1) THE LEVY OF A GENERAL LOCAL SALES AND USE TAX AT THE RATE OF ONE-EIGHTH OF ONE PERCENT (0.125%) WITHIN THE CITY, AND (2) THE ISSUANCE OF NOT TO EXCEED \$6,000,000 OF REFUNDING BONDS BY THE CITY FOR THE PURPOSE OF REDEEMING THE CITY'S OUTSTANDING SALES AND USE TAX CAPITAL IMPROVEMENT BONDS, SERIES 2006B; LEVYING THE GENERAL LOCAL SALES AND USE TAX AT THE RATE OF ONE-EIGHTH OF ONE PERCENT (0.125%) WITHIN THE CITY TO BE PLEDGED TO THE PAYMENT OF THE BONDS AS NEEDED; LEVYING A SPECIAL LOCAL SALES AND USE TAX AT THE RATE OF ONE-EIGHTH OF ONE PERCENT (0.125%) WITHIN THE CITY TO BE PLEDGED TO THE PAYMENT OF THE BONDS, WHICH TAX SHALL CEASE UPON RETIREMENT OF THE BONDS; PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Conway, Arkansas (the "City") has previously issued and there are presently outstanding its Sales and Use Tax Capital Improvement Bonds, Series 2006B, in the aggregate principal amount of \$6,040,000 (the "Prior Bonds"); and

WHEREAS, the City Council of the City has determined that significant debt service savings can be realized and additional revenues can be obtained to finance critical City operations by restructuring existing City indebtedness secured by sales and use tax receipts through the refunding of the Prior Bonds; and

WHEREAS, Title 26, Chapter 75, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Municipal General Sales and Use Tax Act") authorizes the levy of general citywide sales and use taxes of up to one percent (1.000%) in increments of one-eighth of one percent (0.125%); and

WHEREAS, Amendment 62 to the Constitution of the State of Arkansas ("Amendment 62") and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Local Government Bond Act") authorize the issuance of capital improvement bonds by municipalities, which bonds may be secured by the pledge of (i) all or a portion of the receipts of the general citywide sales and use tax prescribed by the Municipal General Sales and Use Tax Act and (ii) all of the receipts of the special citywide sales and use tax prescribed by the Local Government Bond Act; and

WHEREAS, if approved by the electors of the City, the City has determined to issue its refunding bonds in principal amount not to exceed \$6,000,000 (the "Refunding Bonds") for the purpose of redeeming all of the outstanding Prior Bonds, which Refunding Bonds are to be secured by a pledge of and lien upon (i) all of the receipts of a one-eighth of one percent (0.125%) special citywide sales and use tax (the "Special Sales and Use Tax") and (ii) all of the receipts of a one-eighth of one percent (0.125%) general citywide sales and use tax (the "General Sales and Use Tax"), all as authorized by the Local Government Bond Act; and

WHEREAS, receipts of the General Sales and Use Tax will be utilized to the extent needed, after application of the receipts of the Special Sales and Use Tax, for the payment of scheduled debt service on the Refunding Bonds, and thereafter may be utilized at the direction of the City Council for any permitted municipal purpose; and

WHEREAS, the purpose of this Ordinance is to call a special election on the levy by the City of the General Sales and Use Tax and the issuance by the City of the Refunding Bonds;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Conway, Arkansas:

Section 1. That under the authority of the Municipal General Sales and Use Tax Act and subject to approval by the electors of the City of both questions set forth in Section 5 below, there is hereby levied (i) a sales tax at the rate of one-eighth of one percent (0.125%) on the gross receipts from the sale at retail within the City of all items and services which are subject to taxation under the Arkansas Gross Receipts Act of 1941, as amended (Arkansas Code of 1987 Annotated §26-52-101 *et seq.*), and (ii) an excise (or use) tax at the rate of one-eighth of one percent (0.125%) on the storage, use, distribution or other consumption within the City of tangible personal property or taxable services subject to taxation under the Arkansas Compensating Tax Act of 1949, as amended (Arkansas Code of 1987 Annotated §26-53-101 *et seq.*), on the sale price of the property or, in the case of leases or rentals, on the lease or rental price (collectively, the “General Sales and Use Tax”). The General Sales and Use Tax shall be levied, and the net collections received after deduction of the administrative charges of the State of Arkansas and required rebates shall be utilized for the payment of debt service on the Refunding Bonds, to the extent needed after application of the net collections of the Special Sales and Use Tax, and shall thereafter be distributed only to the City for use as directed by the City Council for any permitted municipal purpose. The General Sales and Use Tax shall be levied and collected only on the gross receipts, gross proceeds or sales price in the maximum amount allowed from time to time under Arkansas law, subject to rebates and limitation as required for certain “single transactions” as from time to time required by Arkansas statutes. The levy and collection of the General Sales and Use Tax shall commence on and as of such date as provided in the Municipal General Sales and Use Tax Act.

Section 2. That under the authority of the Local Government Bond Act and subject to approval by the electors of the City of both questions set forth in Section 5 below, there is hereby levied (i) a sales tax at the rate of one-eighth of one percent (0.125%) on the gross receipts from the sale at retail within the City of all items and services which are subject to taxation under the Arkansas Gross Receipts Act of 1941, as amended (Arkansas Code of 1987 Annotated §26-52-101 *et seq.*), and (i) an excise (or use) tax at the rate of one-eighth of one percent (0.125%) on the storage, use, distribution or other consumption within the City of tangible personal property or taxable services subject to taxation under the Arkansas Compensating Tax Act of 1949, as amended (Arkansas Code of 1987 Annotated §26-53-101 *et seq.*), on the sale price of the property or, in the case of leases or rentals, on the lease or rental price (collectively, the “Special Sales and Use Tax”). The Special Sales and Use Tax shall be levied, and the net collections received after deduction of the administrative charges of the State of Arkansas and required rebates shall be utilized only for the payment of debt service on the Refunding Bonds. The Special Sales and Use Tax shall be levied and collected only on the gross receipts, gross

proceeds or sales price in the maximum amount allowed from time to time under Arkansas law, subject to rebates and limitation as required for certain “single transactions” as from time to time required by Arkansas statutes. The levy and collection of the Special Sales and Use Tax shall commence on and as of such date as provided in the Local Government Bond Act and shall cease upon retirement in full of the Refunding Bonds.

Section 3. That under the authority of Amendment 62 and the Local Government Bond Act and subject to approval by the electors of the City of both questions as provided in Section 5 below, there is hereby authorized the issuance of the City’s refunding bonds in the aggregate principal amount of not to exceed \$6,000,000 (the “Refunding Bonds”) for the purpose of redeeming the City’s outstanding Sales and Use Tax Capital Improvement Bonds, Series 2006B (the “Prior Bonds”). If approved by the electors of the City and issued, the Refunding Bonds shall be secured by a pledge of and a lien upon all of the receipts of the Special Sales and Use Tax and the General Sales and Use Tax, as authorized by the Local Government Bond Act.

Section 4. That there be, and there is hereby called, a special election to be held on Tuesday, May 10, 2011, at which election there shall be submitted to the electors of the City the question of the levy of the General Sales and Use Tax and the question of the issuance of the Refunding Bonds.

Section 5. That the questions shall be placed on the ballot for the special election in substantially the following forms:

SPECIAL ELECTION ON CITY SALES AND USE TAX LEVY AND BOND ISSUANCE

Upon approval of both Questions 1 and 2, and upon the issuance of the Refunding Bonds (defined in Question 2), the City’s existing levy of a one-quarter of one percent (0.250%) special sales and use tax securing the Prior Bonds (defined in Question 2) shall cease and such tax will be replaced by the one-eighth of one percent (0.125%) General Sales and Use Tax (defined in Question 1) and the one-eighth of one percent (0.125%) Special Sales and Use Tax (defined in Question 2).

Question One:

There is submitted to the qualified electors of the City of Conway, Arkansas, the question of the levy of a general citywide sales and use tax at the rate of one-eighth of one percent (0.125%) (the “General Sales and Use Tax”) pursuant to Title 26, Chapter 75, Subchapter 2 of the Arkansas Code of 1987 Annotated (the “Municipal General Sales and Use Tax Act”). If approved by the electors of the City, receipts of the General Sales and Use Tax will be utilized to the extent needed, after application of the receipts of the Special Sales and Use Tax (defined in Question 2 below), for the payment of scheduled debt service on the Refunding Bonds (defined in Question 2 below), and thereafter may be utilized at the direction of the City Council for any permitted municipal purpose. If approved, the levy and collection of the General Sales and Use Tax shall commence on and as of October 1, 2011. If the issuance of the Refunding Bonds (defined in

Question 2 below) is not approved, the General Sales and Use Tax will not be levied.

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR adoption of a one-eighth of one percent (0.125%) local sales and use tax within the City of Conway, Arkansas.....

AGAINST adoption of a one-eighth of one percent (0.125%) local sales and use tax within the City of Conway, Arkansas.....

Question Two:

There is also submitted to the qualified electors of the City of Conway, Arkansas, the question of the issuance of refunding bonds in principal amount not to exceed \$6,000,000 (the "Refunding Bonds") pursuant to Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Local Government Bond Act") for the purpose of refunding the City's outstanding Sales and Use Tax Capital Improvement Bonds, Series 2006B (the "Prior Bonds"). If the issuance of the Refunding Bonds is approved, the Refunding Bonds shall be secured by a pledge of and lien upon (i) all of the receipts of a special citywide sales and use tax at the rate of one-eighth of one percent (0.125%) levied pursuant to the Local Government Bond Act (the "Special Sales and Use Tax") and (ii) all of the receipts of the General Sales and Use Tax (defined in Question 1 above). If the issuance of the Refunding Bonds is approved, the levy and collection of the Special Sales and Use Tax shall commence on and as of October 1, 2011, and shall cease upon retirement of the Refunding Bonds. Upon the issuance of the Refunding Bonds, the City's existing levy of one-quarter of one percent (0.250%) sales and use tax securing the Prior Bonds shall cease as provided in the Local Government Bond Act. If the levy of the General Sales and Use Tax is not approved, the Refunding Bonds will not be issued and the Special Sales and Use Tax will not be levied.

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Refunding Bonds in principal amount not to exceed \$6,000,000

AGAINST the issuance of Refunding Bonds in principal amount not to exceed \$6,000,000

Section 6. That the election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for Arkansas municipal elections unless otherwise provided in the Local Government Bond Act, and only qualified voters of the City shall have the right to vote at the election. The City Clerk is hereby directed to

give notice of the special election by one advertisement in *The Log Cabin Democrat*, the publication to be not less than ten (10) days prior to the date of the election.

Section 7. That a copy of this Ordinance shall be given to the Faulkner County Board of Election Commissioners so that the necessary election officials and supplies may be provided. A certified copy of this Ordinance shall also be provided to the Director of the Department of Finance and Administration of the State of Arkansas as soon as practical, and at least forty-five (45) days prior to the date of the special election.

Section 8. That the results of the special election shall be proclaimed by the Mayor, and his proclamation shall be published one time in *The Log Cabin Democrat*. The proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the Circuit Court of Faulkner County within thirty (30) days after the date of publication of the proclamation.

Section 9. That the Mayor and the City Clerk, for and on behalf of the City, be, and they hereby are authorized and directed to do any and all things necessary to call and hold the special election as herein provided and, if the levy of the General Sales and Use Tax and the issuance of the Refunding Bonds are approved by the electors, to cause the General Sales and Use Tax and the Special Sales and Use Tax to be collected in accordance with the Municipal General Sales and Use Tax Act and the Local Government Bond Act, respectively, and to perform all acts of whatever nature necessary to carry out the authority conferred by this Ordinance.

Section 10. That all ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 11. That it is hereby ascertained and declared that there is a critical need to restructure the City's outstanding indebtedness through the refunding of the Prior Bonds and to obtain an additional source of revenue to finance critical City operations, all in order to promote and protect the health, safety and welfare of the inhabitants of the City. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of public peace, health and safety shall be in force and effect immediately from and after its passage.

PASSED AND APPROVED this ____ day of _____, 2011.

APPROVED:

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(S E A L)

CERTIFICATE

The undersigned, City Clerk of the City of Conway, Arkansas, hereby certifies that the foregoing is a true and perfect copy of an Ordinance adopted at a regular meeting of the City Council of the City of Conway, Arkansas, held at 6:30 p.m. on _____, 2011.

DATED: _____, 2011

City Clerk